

**EARLE SCHOOL DISTRICT**  
**CERIFIED PERSONNEL POLICIES**

2015-2016

*Rickey Nicks, Superintendent*

*Carloss Guess, Elementary Principal*

*Juanita Bohanon, High School Principal*

*“Educational Excellence for Everyone”*

## TABLE OF CONTENTS

### Section 1- BOARD GOVERNANCE AND OPERATIONS

Item	Policy	Page No.
1.1	LEGAL STATUS OF THE BOARD OF DIRECTORS	
1.2	BOARD ORGANIZATION	
1.3	DUTIES OF THE PRESIDENT	
1.4	DUTIES OF THE VICE-PRESIDENT	
1.5	DUTIES OF THE SECRETARY	
1.6	BOARD MEMBER VOTING	
1.7	POWERS AND DUTIES OF THE BOARD	
1.8	GOVERNANCE BY POLICY	
1.9	POLICY FORMULATION	
1.10	ASSOCIATION MEMBERS	
1.11	BOARD MEMBERS TRAINING	
1.12	COMMITTEES	
1.13	SUPERINTENDENT/BOARD RELATIONSHIP	
1.14	MEETING AGENDA	
1.15	TORT IMMUNITY	
1.16	DUTIES OF BOARD DISBURSING OFFICER	
1.17	NEPOTISM	
1.18	DISTRICT AUDITS	

### Section 2- ADMINISTRATION

Item	Policy	Page No.
2.1	DUTIES OF THE SUPERINTENDENT	
2.2	SUPERINTENDENT COMPENSATION	

### Section3- CERTIFIED PERSONNEL

Item	Policy	Page No.
3.1	LICENSED CERTIFIED PERSONNEL SALARY SCHEDULE	
3.2	CERTIFIED PERSONNEL EVALUATIONS	
3.3	EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES	
3.4	CERTIFIED PERSONNEL REDUCTION IN FORCE	
3.5	CERTIFIED PERSONNEL CONTRACT- RETURN	
3.6	CERTIFIED PERSONNEL EMPLOYEE TRAINING	
3.7	CERTIFIED PERSONNEL DRUG TEST	
3.8	CERTIFIED PERSONNEL SICK LEAVE	
3.8-2	CERTIFIED PERSONNEL EXCESSIVE ABSENCES	
3.9	CERTIFIED PERSONNEL SICK LEAVE BANK	
3.10	CERTIFIED PERSONNEL PLANNING TIME	
3.11	CERTIFIED PERSONNEL PERSONAL LEAVE	
3.12	CERTIFIED PROFESSIONAL LEAVE	
3.13	CERTIFIED PERSONNEL PUBLIC OFFICE	
3.14	CERTIFIED PERSONNEL JURY DUTY	
3.15	CERTIFIED PERSONNEL LEAVE-INJURY FROM ASSAULT	
3.16	CERTIFIED PERSONNEL REIMBURSTMENT FOR PURCHASES OF SUPPLIES	
3.17	INSULT OR ABUSE OF CERTIFIED PERSONNEL	
3.18	CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT	
3.19	CERTIFIED PERSONNEL EMPLOYMENT	
3.20	CERTIFIED PERSONNEL REIMBURSMENT OF TRAVEL EXPENSES	
3.21	CERTIFIED PERSONNEL TOBACCO USE	
3.22	DRESS OF CERTIFIED PERSONNEL	
3.23	CERTIFIED PERSONNEL POLITICAL ACTIVITY	
3.24	CERTIFIED PERSONNEL DEBTS	
3.25	CERTIFIED PERSONNEL GRIEVANCES	
3.25	CERTIFIED PERSONNEL LEVEL TWO GRIEVANCES FORM	

3.26	CERTIFIED PERSONNEL SEXUAL HARASSMENT	
3.27	CERTIFIED PERSONNEL SUPERVISION OF STUDENTS	
3.28	CERTIFIED PERSONNEL COMPUTER USE POLICY	
3.28-F	CERTIFIED PERSONNEL EMPLOYEE INTERNET USE POLICY	
3.29	CERTIFIED PERSONNEL SCHOOL CALENDAR	
3.30	PARENT-TEACHER CONFERENCES	
3.31	DRUG FREE WORKPLACE POLICY AGREEMENT- CERTIFIED PERSONNEL	
3.31F	DRUG FREE WORKPLACE- CERTIFIED PERSONNEL	
3.32	CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE	
3.33	ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL	
3.34	CERTIFIED PERSONNEL CELL PHONE USE	
3.35	CERTIFIED PERSONNEL BENEFITS	
3.36	CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL	
3.37	ASSIGNMENT OF PARAPROFESSIONALS/ TEACHERS AIDES	
3.38	CERTIFIED PERSONNEL RESPONSIBILITES GOVERNING BULLYING	
3.39	CERTIFIED PERSONNEL RECORDS AND REPORTS	
3.40	CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT, OR NEGLECT	
3.41	CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING	
3.42	RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILTY INFORMATION	
3.43	DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING	
3.44	CERTIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION	
3.45	CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS	
3.46	CERTIFIED PERSONNEL VACATIONS	
3.47	DEPOSITING COLLECTED FUNDS	
3.48	PROGRAM SAFETY NET	
3.49	LESSON PLANS	
3.50	SOLICITATION BY STAFF MEMBERS	
3.51	SOLICITATION BY STAFF MEMBERS (SALESMEN)	
3.52	PERSONNEL RECORDS	
3.53	CONTENTS OF TEACHERS' PERSONNEL FILES	

3.54	CERTIFICATION AND RECERTIFICATION	
3.55	TEACHERS' SPECIFIC RESPONSIBILITIES	
3.56	SALARY DEDUCTIONS	
3.57	STAFF RIGHTS AND RESPONSIBILITIES	
3.58	SELECTION AND APPOINTMENT – PROFESSIONAL PERSONNEL	
3.59	COMPENSATION GUIDES AND CONTRACTS	
3.60	QUALIFICATIONS AND DUTIES	
3.61	JOB SPECIFICS: SPECIALTY SERVICES	
3.62	ASSIGNMENTS AND TRANSFERS	
3.63	PERMANENT PERSONNEL	
3.64	PROFESSIONAL PERSONNEL RECRUITMENT	
3.65	EMPLOYMENT INTENTION AND CHANGE OF ASSIGNMENT FORMS	
3.66	EMPLOYMENT INTENT FORM	
3.67	SUBSTITUTE TEACHERS	
3.68	ATTENDANCE	
3.69	PROFESSIONAL PERSONNEL ORIENTATION	
3.70	LETTERS OF REPRIMAND	
3.71	SUPERVISION	
3.72	PROMOTION	
3.73	TRANSFER	
3.74	DUTY-FREE LUNCH PERIOD	
3.75	CONFRENCES AND VISITATION	
3.76	LEAVE OF ABSENCES FOR ILLNESS	
3.77	INSURANCE COVERAGE	
3.78	VACATIONS	
3.79	PROFESSIONAL ORGANIZATIONS	
3.80	DISTRIBUTION OF LITERATURE AND OTHER MATERIALS	
3.81	PROBATION	
3.82	SUSPENSION	
3.83	TEACHER HEALTH CERTIFICATION	

3.84	STUDENT TEACHING	
3.85	REIMBURSEMENT FOR UNUSED SICK LEAVE- REGULAR & RETIRED TEACHERS	
3.86	REIMBURSEMENT FOR UNUSED SICK LEAVE FOR RETIRED PERSONNEL	
3.87	REPLACEMENT OF TEACHERS	
3.88	TEACHER TRANSFER REQUEST	
3.89	TEACHER TRANSFER	
3.90	TRANSFER REPLY	
3.91	PERSONAL CONDUCT AND TEACHER LIABILITY	
3.92	DESTRUCTION OF SCHOOL RECORDS	
3.93	SCHOOL REPORTS	
3.94	POLICY FOR STUDENT DISCIPLINARY CODES	
3.95	CLASS I BEHAVIORS AND DISCIPLINARY ACTIONS	
3.96	CLASS II BEHAVIORS AND DISCIPLINARY ACTIONS	
3.97	SCHOOL BOARD POLICY ON FIGHTING	
3.98	GUN-FREE SCHOOL ACT	
4.00	ACT 779 OF 1997	
4.01	STUDENT HEALTH SERVICES	
4.02	TITLE IX GRIEVANCE PROCEDURE	
4.03	TITLE IX COMPLIANCE POLICY	
4.04	GRIEVANCE PROCEDURE FOR THE HANDICAPPED	
4.05	EMPLOYMENT CRITERIA	

## Section 4- STUDENTS

Item	Policy	Page No.
4.1	RESIDENCE REQUIREMENTS	
4.2	ENTRANCE REQUIREMENTS	
4.3	COMPULSORY ATTENDANCE REQUIREMENTS	
4.4	STUDENT TRANSFERS	
4.5	SCHOOL CHOICE	
4.6	HOME SCHOOLING	
4.7	ABSENCES	
4.8	MAKE-UP WORK	
4.9	TARDIES	
4.10	CLOSED CAMPUS	
4.11	EQUAL EDUCATIONAL OPPORTUNITY	
4.12	STUDENT ORGANIZATIONS/ EQUAL ACCESS	
4.13	PRIVACY OF STUDENT RECORDS/ DIRECTORY INFORMATION	
4.14	STUDENT PUBLICATIONS AND THE DISTRIBUTION OF LITERATURE	
4.15	CONTACT WITH STUDENTS WHILE AT SCHOOL	
4.16	STUDENT VISITORS	
4.17	STUDENT DISCIPLINE	
4.18	PROHIBITED CONDUCT	
4.19	CONDUCT TO AND FROM SCHOOL AND TRANSPORTATION ELIGIBILITY	
4.20	DISRUPTION OF SCHOOL	
4.21	STUDENT ASSAULT OR BATTERY	
4.22	WEAPONS AND DANGEROUS INSTRUMENTS	
4.23	TOBACCO AND TOBACCO PRODUCTS	
4.24	DRUGS AND ALCOHOL	
4.25	STUDENT DRESS AND GROOMING	
4.26	GANGS AND GANG ACTIVITY	
4.27	STUDENT SEXUAL HARASSMENT	

4.28	LASER POINTERS	
4.29	COMPUTER USE POLICY	
4.29F	STUDENT INTERNET USE AGREEMENT	
4.30	SUSPENSION FROM SCHOOL	
4.31	EXPULSION	
4.32	SEARCH, SEIZURE, AND INTERROGATIONS	
4.33	STUDENT VEHICLES	
4.34	COMMUNICABLE DISEASES AND PARASITES	
4.35	STUDENT MEDICATIONS	
4.35F2	MEDICATION SELF-ADMINISTRATION CONSENT FORM	
4.35F3	GLUGACON ADMINISTRATION AND CARRY CONSENT FORM	
4.36	STUDENT ILLNESS/ ACCIDENT	
4.37	EMERGENCY DRILLS	
4.38	PERMANENT RECORDS	
4.39	CORPORAL PUNISHMENT	
4.40	HOMELESS STUDENTS	
4.41	PHYSICAL EXMINATIONS	
4.41F	OBJECTION TO PHYSICAL EXAMINATIONS OR SCREENINGS	
4.42	STUDENT HANDBOOK	
4.43	BULLYING	
4.44	ATTENDANCE REQUIREMENTS FOR STUDENTS IN GRADES 9-12	
4.45	SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS	
4.46	PLEDGE OF ALLEGIANCE	
4.47	POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES	
4.48	VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING	
4.49	SPECIAL EDUCATION	
4.50	SCHOOL LUNCH SUBSTITUTIONS	
4.51	FOOD SERVICE PREPAYMENT	
4.52	STUDENTS WHO ARE FOSTER CHILDREN	
4.53	PLACEMENT OF MULTIPLE BIRTH SIBLINGS	



**Section 5- CURRICULUM AND INSTRUCTION**

Item	Policy	Page No.
5.1	EDUCATIONAL PHILOSOPHY	
5.2	PLANNING FOR EDUCATIONAL IMPROVEMENT	
5.3	CURRICULUM DEVELOPMENT	
5.4	STAFF DEVELOPMENT PROGRAM	
5.5	SELECTION/INSPECTION OF INSTRUCTIONAL MATERIALS	
5.6	CHALLENGE TO INSTRUCTIONAL/ SUPPLEMENTAL MATERIALS	
5.6F	REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR SUPPLEMENTAL MATERIALS	
5.7	SELECTION OF LIBRARY/ MEDIA CENTER MATERIALS	
5.7F	REQUEST FOR RECONSIDERATION OF LIBRARY/ MEDIA CENTER MATERIALS	
5.8	USE OF COPYRIGHTED MATERIALS	
5.9	COMPUTER SOFTWARE COPYRIGHT	
5.10	RELIGION IN THE SCHOOLS	
5.11	PROMOTION/ RETENTION/ COURSE CREDIT FOR 7-12 SCHOOLS	
5.12	PROMOTION/ RETENTION/ COURSE CREDIT FOR K-6 SCHOOLS	
5.13	SUMMER SCHOOL (OPTION #1)	
5.14	HOMEWORK	
5.15	GRADING	
5.16	GRADUATION REQUIREMENTS	
5.17	HONOR ROLL AND GRADUATE OPT OUT FORM	
5.18	HEALTH SERVICES	
5.19	EXTRACURRICULAR ACTIVITIES- SECONDARY SCHOOLS	
5.19F	EXTRACURRICULAR ACTIVITIES- ELEMNTARY	
5.20	WEB SITE PRIVACY POLICY	
5.21	ADVANCED PLACEMENT	
5.22	CONCURRENT CREDIT	

5.23	EQUIVALENCE BETWEEN SCHOOLS #1	
5.23F	EUIVALENCE BETWEEN SCHOOLS #2	
5.24	STUDENT PARTICIPATION IN SURVEYS	
5.24F	OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS	
5.25	MARKETING OF PERSONAL INFORMATION	
5.26	ALTERNATIVE LEARNING ENVIRONMENTS	
5.26F	ALE PROGRAM EVALUATION	
5.27	ENGLISH LANGUAGE LEARNERS	
5.28	NATIONAL SCHOOL LUNCH ACT FUNDING EXPENDITURES	
5.29	WELLNES S POLICY	

**Section 6- SCHOOL, HOME, AND COMMUNITY RELATIONS**

Item	Policy	Page No.
6.1	COMMUNICATION GOALS	
6.2	RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS	
6.3	PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS	
6.4	VOLUNTEERS	
6.5	VISITORS TO THE SCHOOLS	
6.6	FUNDRAISING	
6.7	COMPLAINTS	
6.8	DISTRIBUTION OF PRINTED MATERIALS	
6.9	MEDIA RELATIONS AND NEWS RELEASES	
6.10	SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)	
6.11	PARENTAL/COMMUNITY INVOLVEMENT- DISTRICT	
6.12	PARENTAL/ COMMUNITY INVOLVEMENT- SCHOOL	

**Section 7- BUSINESS AND FINANCIAL MANAGMENT**

Item	Policy	Page No.
7.1	FISCAL YEAR	
7.2	ANNUAL OPERATING BUDGET	
7.3	MILLAGE RATE	
7.4	GRANTS AND SPECIAL FUNDING	
7.5	PURCHASES OF COMMODITIES	
7.5F	COMMODITIES BIDDER AFFIDAVIT	
7.6	ACTIVITY ACCOUNT	
7.7	CASH IN CLASSROOMS	
7.8	PERSONAL PROPERTY	
7.9	PROPERTY INSURANCE	
7.10	PUBLIC USE OF SCHOOL BUILDINGS	
7.11	USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES	
7.12	EXPENSE REIMBURSEMENT	
7.13	MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY	
7.14	USE OF DISTRICT CELL PHONES AND COMPUTERS	
7.15	RECORD RETENTION AND DESTRUCTION	
7.16	INFORMATION TECHNOLOGY SECURITY	
7.17	FOOD SERVICE PREPAYMENT	
7.18	DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY	
7.19	SERVICE ANIMALS IN DISTRICT FACILITIES	
7.20	ELECTRONIC FUNDS TRANSFER	

**Section 8- NONCERTIFIED PERSONNEL POLICIES**

Item	Policy	Page No.
8.1	NONCERTIFIED SALARY SCHEDULE	
8.2	NONCERTIFIED PERSONNEL EVALUATIONS	
8.3	EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES	
8.4	NONCERTIFIED EMPLOYEES DRUG TESTING	
8.5	CLASSIFIED EMPLOYEES SICK LEAVE	
8.6	SICK LEAVE BANK- CLASSIFIED EMPLOYEES	
8.7	CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE	
8.8	CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS	
8.9	PUBLIC OFFICE- CLASSIFIED PERSONNEL	
8.10	JURY DUTY- CLASSIFIED PERSONNEL	
8.11	OVERTIME, COMPTIME, AND COMPLYING WITH FLSA	
8.12	CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT	
8.13	CLASSIFIED EMPLOYMENT	
8.14	CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL	
8.15	CLASSIFIED PERSONNEL TOBACCO USE	
8.16	DRESS OF CLASSIFIED EMPLOYEES	
8.17	CLASSIFIED PERSONNEL POLITICAL ACTIVITY	
8.18	CLASSIFIED PERSONNEL DEBTS	
8.19	NONCERTIFIED PERSONNEL GRIEVANCES	
8.19F	LEVEL TWO GRIEBVANCE FORM- CLASSIFIED	
8.20	CLASSIFIED PERSONNEL SEXUAL HARASSMENT	
8.21	CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS	
8.22	CLASSIFIED PERSONNEL COMPUTER USE POLICY	
8.22F	CLASSIFIED PERSONNEL INTERNET USE AGREEMENT	
8.23	CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE	
8.24	SCHOOL BUS DRIVERS USE OF CELL PHONES	
8.25	CLASSIFIED PERSONNEL CELL PHONE USE	

8.26	CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING	
8.27	NONCERTIFIED PERSONNEL LEAVE- INJURY FROM ASSAULT	
8.28	DRUG FREE WORKPLACE- NONCERTIFIED PERSONNEL	
8.28F	DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT	
8.29	NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING	
8.30	CLASSIFIED PERSONNEL REDUCTION IN FORCE	
8.31	CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL	
8.32	CLASISIFIED PERSONNEL ASSIGNMENTS	
8.33	CLASSIFIED PERSONNEL SCHOOL CALENDAR	
8.34	CALSSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT, OR NEGLECT	
8.35	RELEASE OF STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION	
8.36	CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPESATION	
8.37	CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS	
8.38	CLASSIFIED PERSONNEL VACATIONS	
8.39	DEPOSITING COLLECTED FUNDS	

## LEGAL STATUS OF THE BOARD OF DIRECTORS

By the authority of Article 14 of the Arkansas Constitution, the General Assembly has provided that locally elected school boards will be responsible for the lawful operation and maintenance of its local schools.

While the Board has a broad range of powers and duties, its individual members only have authority when exercising their responsibilities in a legally convened meeting acting as a whole. The sole exception is when an individual member has been delegated authority to represent the Board for a specific, defined purpose. In matters such as personnel discipline, expulsions, and student suspensions initiated by the superintendent, the Board serves as a finder of fact, not unlike a jury. For this reason, the board should not be involved in or, to the extent practicable, informed of the facts or allegations of such matters prior to a board hearing or those disciplinary matters in which the Board could become involved.

It is the policy of the Earle School Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its students and the District as a whole.

Legal Reference: A.C.A. § 6-13-620

Date Adopted: April 2005

Last Revised: June 2010

## 1.2—BOARD ORGANIZATION

The Earle School Board shall elect a president, vice president, and secretary at the first regular meeting following the annual September school election. In the case of a runoff election, the officers shall be elected at the first regular meeting following the runoff election. Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The board shall also elect one of its members to be the primary board disbursing officer and may designate one or more additional board members as alternate board disbursing officers.<sup>1</sup>

Legal Reference: A.C.A. § 6-13-618

Date Adopted: April 2005

Last Revised:



### 1.3—DUTIES OF THE PRESIDENT

The duties of the president of the Earle Board of Education shall include, but shall not be limited to:

1. Presiding at all meetings of the Board;
2. Calling special meetings of the Board;
3. Working with the Superintendent to develop Board meeting agendas;
4. Signing all official documents that require the signature of the chief officer of the Board of Education;
5. Appointing all committees of the Board and serving as ex-officio member of such committees;  
and
6. Performing such other duties as may be prescribed by law or action of the Board.

The president shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

Date Adopted: April 2005

Last Revised:

#### 1.4—DUTIES OF THE VICE-PRESIDENT

*The duties of the Vice President of the Board shall include:*

- 1. Serving as presiding officer at all school board meetings from which the president is absent; &*
- 2. Performing such other duties as may be prescribed by action of the Board.*

Date Adopted: April 2005

Last Revised:

## 1.5—DUTIES OF THE SECRETARY

*The duties of the Secretary of the Board shall include:*

- 1. Being responsible to see that a full and accurate record of the proceedings of the Board are kept;*
- 2. Serving as presiding officer in the absence of the President and the Vice President;*
- 3. Being responsible for official correspondence of the Board;*
- 4. Signing all official documents that require the signature of the Secretary of the Earle School Board of Education;*
- 5. Calling special meetings of the Board; and*
- 6. Performing such other duties as may be prescribed by the Board.*

*Legal Reference: A.C.A. § 6-13-619 (a) (1)*

*Date Adopted: April 2005*

*Last Revised:*

## 1.6—BOARD MEMBER VOTING

All Board members, including the President, shall vote on each motion, following a second and discussion of that motion. In order for a Board member to abstain from voting, he must declare a conflict and remove himself from the meeting room during the vote.

Failure of any Board member to vote, while physically present in the meeting room, shall be counted as a -no? vote, i.e., a vote against the motion.

Legal Reference: A.C.A. § 6-13-619 (c)(1)(B) & (C)

Date Adopted: April 2005

Last Revised:

## 1.7—POWERS AND DUTIES OF THE BOARD

The Earle Board of Education, operating in accordance with state and federal laws, assumes its responsibilities for the operation of Earle Public Schools. The Board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the District are delegated to the Superintendent who shall be responsible for the effective administration and supervision of the District.

Some of the duties of the Board include:

1. Developing and adopting policies to effect the vision, mission, and direction of the District;
2. Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;
3. Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Superintendent annually or no less often than prior to any contract extension;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;

6. Approving the selection of curriculum and seeing that all courses for study and educational content prescribed by the State Board or by law for all grades of schools are offered and taught;
7. Reviewing, adopting, and publishing the District's budget for the ensuing year;
8. Being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;
9. Monitoring District finances and receiving, reviewing, and approving each annual financial audit;
10. Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;
11. Visiting schools and classrooms when students are present no less than annually;
12. Setting an annual salary schedule;
13. Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget;
14. Involving the members of the community in the District's decisions to the fullest extent practicable; and
15. Striving to assure that all students are challenged and are given an equitable educational opportunity.

Legal References: A.C.A. § 6-13-620, 622

Date Adopted: April 2005

Last Revised:

## 1.8—GOVERNANCE BY POLICY

The district shall operate within the legal frameworks of the State and Federal Constitutions, and appropriate statutes, regulations, and court decisions. The legal frameworks governing the district shall be augmented by policies adopted by the board of directors which shall serve to further define the operations of the district.

When necessitated by unforeseen circumstances, the Superintendent shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Superintendent shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances. The official copy of the policy manual for the District shall be kept in the Superintendent's office.

Copies of the manual within the District shall be kept current, but if a discrepancy occurs between manuals, the Superintendent's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: April 2005

Last Revised:

## 1.9—POLICY FORMULATION

The Earle School Board affirms through its policies and its policy adoption process, its belief that: (1) the schools belong to the people who create them by consent and support them by taxation; (2) the schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; (3) the support is based on knowledge of, understanding about, and participation in the efforts of its public schools. The following shall be the guidelines for policy adoption for the Earle School District.

### General Policies

Policies which are not personnel policies may be recommended by the Board or any member of the Board; by the Superintendent, Assistant Superintendent, any other administrator or employee of the District; committee appointed by the Board; or by any member of the public. Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions, and appropriate statutes, rules, and court decisions.

When reviewing a proposed policy (non-personnel), the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider such proposal.

### Certified and Non-certified Personnel Policies



Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1)

(2) Board Proposals:

The Board may propose a personnel policy by a majority vote. Such policies may be presented to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee. Such presentation should be done in writing, to all members of the Committee. When the Personnel Policies Committee has been presented the proposal for a minimum of ten (10) working days (i.e., ten weekdays, not including weekends or state or national holidays), the Board may vote to adopt the proposal as a policy.

(2) Personnel Policies Committee Proposals:

Either Personnel Policies Committee may recommend changes in personnel policies to the Board. When making such a proposal the Chairman of the Personnel Policies Committee, or the Chairman's designee, has the right to make an oral presentation to the Board.

The Board may vote on the proposal at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposal from the Personnel Policies Committee, the Board may:

- (a) Adopt the proposal;
- (b) Reject the proposal; or
- (c) Refer the proposal back to the Personnel Policies Committee for further study and revision.

Effective date of policy changes:

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws, rules, or regulations or the Arkansas Department of Education Commissioner's Memos. Changes made to personnel policies between May 1 and June 30 that are not made to ensure compliance with state or federal laws or regulations will take effect on July 1 of the same calendar year provided no later than five (5) working days after final board action, a notice of the change is sent to each affected employee by first class mail to the address on record in the personnel file.<sup>1</sup> The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

For a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of all certified personnel or all non-certified personnel, as appropriate, with the vote conducted by the appropriate Personnel Policies Committee. If, by a majority vote, the

affected personnel approve, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No staff vote taken prior to final board action will be considered effective to make a policy change.

All other policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

Legal References: A.C.A. § 6-17-204, 205

Date Adopted: April 2005

Last Revised: June 2012

1.10—ASSOCIATION MEMBERSHIPS

*The Earle School Board shall be a member of the Arkansas School Boards Association and may be a member of the National School Boards Association and other organizations which, in the opinion of the Board, will be beneficial to the Board in carrying out its duties more effectively.*

Legal Reference: A.C.A. § 6-13-107

Date Adopted: April 2005

Last Revised:

## 1.11—BOARD MEMBER TRAINING

Earle Board members who have served on the board for twelve (12) or more consecutive months are required to obtain a minimum of six (6) hours of training by December 31 of each calendar year. Effective with the 2006 school election, board members who are elected to serve an initial or non – continuous term shall obtain a minimum of nine (9) hours of training by December 31 of the year following their election and six (6) hours of training by December 31 of each calendar year thereafter. Hours obtained in excess of the required minimums may be carried forward through December 31 of the third calendar year following the year in which the hours were earned. No hours attained prior to January 1, 2006, may be counted as meeting the statutory training requirement, nor may they be carried forward.

The training shall be focused on topics relevant to school laws, school operations, and the powers, duties, and responsibilities of the members of the board of directors. The responsibilities include, but are not limited to legal requirements, financial management, improving student achievement, and the duties and responsibilities of the various levels of employees within the district as well as those of the board of directors.

The Earle School District is responsible for maintaining a record of the hours of training received by each board member. Board members shall make a concerted effort to submit documentation of training they have received to the superintendent or his/her designee. In the absence of such

documentation, the district shall attempt to obtain records of training received from training providers.

Such training may be obtained from an institution of higher learning, from instruction provided by the Arkansas Department of Education or the Arkansas School Boards Association, or from other providers approved by the Arkansas Department of Education.

A statement regarding the number of hours of training received each preceding calendar year shall be:

\*Part of the district's comprehensive school plan and goals;

\*Published in the same way as other components of the comprehensive plan and goals are required to be published;

\*Part of the annual school performance report required to be submitted to, and published by the Arkansas Department of Education.

Board members shall be reimbursed, from school funds, for expenses relating to such training and Board members shall be paid a per diem stipend for days necessary to attend such training with the amount of such stipend to be determined by the Board in July of each year. <sup>1</sup>

Legal References: A.C.A. § 6-13-629

ADE Rule Governing Required Training for School Board Members

Date Adopted: April 2005

Last Revised: July 2006

## 1.12—COMMITTEES

From time to time, in order to obtain and/or encourage public participation in the operation of the Earle School District, the Board may appoint committees, which may include members of the public, students, parents, and school employees, as well as members of the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.\*

\* Legal Reference: A.C.A. § 25-19-106

Date Adopted: April 2005

Last Revised:

### 1.13—SUPERINTENDENT/ BOARD RELATIONSHIP

The Earle School Board's primary responsibility is to develop, working collaboratively with the community, a vision and mission for the District. The Board formulates and adopts policies to achieve that vision and elects a Superintendent to implement its policies. The Board and the Superintendent and the relationship between them set the tone for the district to follow. The relationship is enhanced when both parties understand their roles and carry them out in an ethical and professional manner working to develop a relationship of mutual trust and respect.

The Superintendent and staff are responsible for administering the Board's policies and will be held responsible for the effective administration and supervision of the District. The Superintendent is authorized to develop and implement administrative regulations to fulfill the Board's policies, provided such regulations are consistent with the intent of the Board's policies.

Date Adopted: April 2005

Last Revised:



#### 1.14—MEETING AGENDA

The agenda guides the proceedings of the Board meeting. The Superintendent shall prepare the agenda with consultation from the Board President. Items may be placed on the agenda upon request by any Board member or by members of the community. Community members must submit their agenda item requests, in writing to the Superintendent, at least five (5) days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Superintendent and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Superintendent shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least five (5) days prior to the meeting. This policy's advance notice requirements do not apply to special or called board meetings.

Date Adopted: June 2011

Last Revised:

## 1.15—TORT IMMUNITY

The District, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

[The Earle School Board retains the right to settle claims for negligence, as authorized by A.C.A. § 21-9-301, but it shall do so only in the most extraordinary circumstances. If any claim is settled, the District and the School Board specifically do not waive immunity above the amount of the settlement, nor is that immunity waived for any other claim, at any time, regardless of whether it is similar in nature.]\*

Date Adopted: April 2005

Last Revised:

The Earle School District's Board of Directors, Disbursing Officer, along with the Superintendent, shall be responsible for signing, manually or by facsimile, all warrants and checks other than those issued for food service and activity funds. Any electronic transfer of District funds shall be preauthorized by the Board of Directors' Disbursing Officer under the provisions of policy 7.20 – ELECTRONIC FUND TRANSFERS.

For the purposes of this policy, "activity funds" is defined as those funds whose sources of revenue are from:

1. The sale of tickets to athletic contests or other school-sponsored activities;
2. The sale of food, except that which is sold in the lunchroom;
3. The sale of soft drinks, school supplies, and books; and
4. Fees charged by clubs and organizations.

Cross Reference: 7.20 – ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

Date Adopted: April 2005

Last Revised: June 2012

1.17—NEPOTISM

DEFINITIONS:

*Family or family member means:*

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

*Initially employed means:*

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school district;*
- B. A change in the terms and conditions of an existing contract, excluding:
  - I. Renewal of a teacher contract under A.C.A. § 6-17-1506;*
  - II. Renewal of a non certified employee's contract that is required by law; or*
  - III. Movement of an employee on the salary schedule which does not require board action.**

## NEW HIRE OF SCHOOL BOARD MEMBER'S RELATIVE AS SCHOOL EMPLOYEE

The District shall not initially employ a present board member's family member for compensation in excess of \$10,000 unless the district has received approval from the Commissioner of the Department of Education. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as-unusual and limited circumstances? rests with the Commissioner of the Department of Education whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than \$10,000 per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

## EXCEPTION: SUBSTITUTES

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.<sup>1</sup>

*A family member of a school board member having worked as a substitute for the district in the past does not -grandfather? the substitute. The 30 day maximum limit is applied in all cases.*

EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF SCHOOL BOARD  
MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION

*Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member's family member that would result in an increase in compensation of more than \$2,500, and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner of the Department of Education before such changes in the employment status is effective, valid, or enforceable.*

QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED

*The employment status of a citizen's family member does not affect that citizen's ability to run for, and, if elected, serve the school board provided he/she meets all other statutory eligibility requirements.*

Legal References: A.C.A. § 6-24-102, 105

Date Adopted: April 2005

Last Revised: October 2005

## 1.18—DISTRICT AUDITS

The Earle District's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the district. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report's findings and help them better understand the District's fiscal operations.

The District shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by the Division of Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Earle Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the District received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Superintendent shall present sufficient supporting/background information relating to the report's findings and recommendations which will enable the Board of Directors to direct the Superintendent to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the District's progress in

*addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board's meeting shall document the review of the audit's findings and recommendations along with any motions made by the Board or actions directed to be taken by the Superintendent or designee.*

*The Board of Directors is responsible for presenting the audit's findings each year to the public.*

Legal References: A.C.A. § 6-1-101(d)(1)(2)(3)

A.C.A. § 6-13-620(6)(F)

Date Adopted: June 2011

Last Revised:



## ADMINISTRATION

### 2.1—DUTIES OF THE SUPERINTENDENT

The Superintendent, as the chief executive officer of the Board and the school system, shall be the administrative head of all departments in the District. The Superintendent shall be responsible to the Earle Board of Education for administering the school system according to the mandates of the laws, Arkansas Department of Education, other agencies of jurisdiction, and policies governing school operations. While the Superintendent may delegate his duties when and where necessary and appropriate, he/she shall be responsible to the Board for the results of those duties delegated.

The Superintendent shall be the Executive official financial secretary as provided for in A.C.A. § 6-17-918(a).

Some of the Superintendent's duties include:\*

1. Implementing the policies of the Board;
2. Being responsible for the planning and implementation of an educational program in accordance with State and Federal requirements and the needs of the District;
3. Reporting to the Board concerning the status of the educational program, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
4. Acting as a liaison between the Board and school personnel;

5. Making recommendations to the Board concerning personnel employment, discipline, and termination;
  6. Communicating the District's vision and mission to staff, students, parents, and the community;
  7. Being responsible for the development of short- and long-term goals for the District;
  8. Preparing and presenting an annual budget for the District to the Board for its consideration;
  9. Administering the District's budget and regularly reporting to the Board on the financial condition of the District;
  10. Attending and participating in all meetings of the Board except when his employment is being considered;
  11. Preparing, in consultation with the Board President, the agenda for all Board meetings;
  12. Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the District; and
  13. Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information. \*
- These duties and responsibilities may be amended by your district as needed.*

Date Adopted: April 2005

Last Revised:

## 2.2—SUPERINTENDENT COMPENSATION

*The salary and employment benefits of the Superintendent shall be determined by the Earle School Board. This includes such benefits as insurance, transportation allowances, annual vacations, holidays, and any other entitlements as deemed appropriate.*

Date Adopted: April 2005

Last Revised:

## CERTIFIED PERSONNEL

### 3.1—LICENSED PERSONNEL SALARY SCHEDULE

*(District's salary schedule for this policy is attached). State law requires each District to include its teacher salary schedule, including stipends and other material benefits,<sup>1</sup> 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 160 days.<sup>12</sup>*

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

*Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the superintendent<sup>3</sup>. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks<sup>3</sup> 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.*

## Non-Traditional Licensure Program

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

Licensed employee, seeking additional area or areas of licensure

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

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

Date Adopted:

Last Revised: June 2012

### 3.2—CERTIFIED PERSONNEL EVALUATIONS

*Evaluations of certified personnel shall be undertaken at least annually.*

*Evaluations shall be based on a combination of scheduled and informal observations.*

*Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.\**

Legal Reference: A.C.A. § 6-17-1504

Date Adopted:

Last Revised:

### 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:

Last Revised:

### 3.4 LICENSED 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.

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a classified 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. Being employed fewer than 160 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 higher number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewer 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.

#### Points<sup>2</sup>

1. Years of service in the district—1 point per year

All licensed 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.

Being

employed fewer than 160 days in a school year shall not constitute a year.

2. Graduate degree in any area of licensure in which the teacher will be ranked (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

3. National Board of Professional Teaching Standards certification—3 points

4. Additional academic content areas of endorsement as identified by the State Board—1 point per area
5. Licensure for teaching in a State Board identified shortage area—2 points
6. Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

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

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. -Full licensure? means an initial, or standard, noncontingent 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 annual 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.<sup>3</sup> 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.

Recall:

There shall be no right of recall for any 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 an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted:

Last Revised: June 2012

### 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<sup>1</sup> 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.<sup>2</sup>*

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

*Date Adopted:*

*Last Revised: June 2011*

### 3.6— LICENSED PERSONNEL EMPLOYEE TRAINING

Unless otherwise directed by a supervisor, all employees shall attend all local professional development training sessions as directed by a supervisor.

The Earle School District shall develop and implement a plan for the professional development of its licensed 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 licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31. Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed

hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or non renewal of the contract of employment.

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 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.<sup>2</sup> 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.*

*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. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. All licensed personnel shall receive two (2) hours of professional development in teen suicide awareness and prevention one (1) time every five (5) school years which may be obtained by self review of suitable suicide prevention materials approved by ADE.*

*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. Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by ADE 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 at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall meet the criteria established by ADE Rule which shall be based on the curriculum approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. 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 anti bullying 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.

For each administrator, the sixty (60) hour professional development requirement shall include training in data dis-aggregation, instructional leadership, and fiscal management, including without limitation the Initial, Tier 1, and Tier 2 training required for superintendents and district designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

The superintendent, assistant superintendent, and grades 7-12 principal, assistant principal and guidance counselor<sup>3</sup> are required to participate in professional development on the availability of, eligibility requirements for, and the process of applying for state-supported student financial assistance. Unless obtained as part of their previous position of employment, affected employees who are new to their position shall receive three (3) hours of such training within the first year in their new position. Subsequently, all affected employees shall receive one (1) hour of such training annually.

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.

Licensed 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 three-hour 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, ADE Rule, and this policy, 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; parent involvement; building a collaborative learning community; and student health and wellness.*

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

ADE Rules Governing the Arkansas Financial Accounting and Reporting

System and Annual Training Requirements

A.C.A. § 6-5-405, 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. § 6-17-708, A.C.A. § 6-17-1202, A.C.A. § 6-20-2204, A.C.A. § 6-20-2303 (15), A.C.A. § 6-61-133

Date Adopted:

Last Revised: June 2012

### 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.<sup>1</sup> 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.<sup>2</sup>

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.<sup>3</sup>

#### 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:

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

## Requirements

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

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

## Prohibitions

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

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

## Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.<sup>4</sup>

## Refusal to Submit

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

1. 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;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;



5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. 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. 5*

*Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the*

driver to submit to -reasonable suspicion? tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

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

Legal References: 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:

Last Revised:

### 3.8— LICENSED PERSONNEL SICK LEAVE

#### Definitions

1. -Employee? is a full-time employee of the District.
2. -Sick Leave? is absence from work due to illness, whether by the employee or a member of the 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. 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. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.<sup>1</sup>

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as reflected in the contract.

Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

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

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

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

If the employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, , to the extent that the employee is not carrying out his 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 employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>2</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within 5 workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE .

Cross Reference: Policy 3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

29 USC §§ 2601 et seq. 29 CFR part 825

Date Adopted:

Last Revised: June 2012

### 3.09— LICENSED PERSONNEL SICK LEAVE BANK

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank. The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) teachers and one (1) principal. The terms of the committee shall be for three years with two members being replaced each year. The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

#### Withdrawals

The Committee may grant sick leave up to \_\_\_\_ days per contract year for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.<sup>1</sup>

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the

number of days requested and must be accompanied by a detailed statement from an attending

physician of the nature of the malady and the expected duration thereof.

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

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

### Spousal Donations

District employees who are husband and wife are eligible to utilize each others sick leave.

Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.<sup>2</sup>

Notes: This policy is TOTALLY optional. The law clearly permits, but does not require, the formation of a sick leave pool or bank. Before you adopt this policy, consider the following:

\*Can you afford it? Where are the sick leave days going to come from? Some districts give a sick leave committee the freedom to simply manufacture unearned sick leave days to distribute to applicants. Others take the more conservative route of requiring employees to donate earned days for redistribution. The most conservative route of all is to only allow donors to the bank to apply for a sick leave award, to strictly limit the number of days and/or the number of times

any individual can request an award, or only permitting direct donation (individual to individual).

*\*Our policy does not mix licensed and classified sick leave days, due to the value discrepancy. A \$75 classified day could end up costing the district a \$300 daily salary rate as well as the cost of the substitute, (transferring from a lower paying classified employee to a higher-paid teacher) and the difference would be absorbed by the school district. If you chose to merge sick leave banks, and have only one for all employees, please be mindful of this financial consideration. See footnote #2.*

*\*What will the effect be on instruction, and on your substitute costs? Any liberalization of sick leave results in more sick leave being used; the more liberal the policy or the more generous the sick leave pool or bank, the greater the demand for supplementary sick leave and the more days will be missed from work. A sick leave pool or bank takes a sick leave day away from someone who is highly unlikely to use it and transfers it to someone who is 100% likely to use it. Every teacher absence is a day of low or no student instruction.*

*\*Sick leave, and a sick leave pool or bank was never intended to be a substitute for disability insurance in the event of a serious or long term illness. It simply cannot supply the long term income needs of persons who have become disabled and are unable to continue to work. Employees should be encouraged to consider purchasing supplemental disability insurance rather than rely on the pool or bank for such purposes. Districts may wish to consider adding this as a fringe benefit if the district's financial condition permits.*



*\*Some districts use a sick leave pool or bank like the appointed committee suggests in the model policy; others simply use the existing Personnel Policies Policy Committee rather than have to create an additional committee. Other districts have reported that committee members themselves dislike and are uncomfortable with the committee structure, and have asked for policy changes, giving the responsibility for administering sick leave bank requests to the superintendent or to another central office administrator. The decision-maker issue is something to consider carefully. This policy is similar to Policy 8.6. If you change this policy, please review policy 8.6 at the same time to ensure applicable consistency between the two.*

*2 You may choose to include, or not include, this optional sentence. It is also allowable to have a stand-alone policy for this sentence if your district otherwise chooses not to have a sick leave bank. The rate of pay would be determined by the employee receiving the lower wage. For example, one spouse might be licensed and the other classified. If the licensed employee received a day of sick leave from his/her spouse who is a classified employee making a lower wage, the sick leave would be valued at the lower wage. Example: Teacher, whose daily rate is \$150 a day, has a sick leave day transferred to her by her husband, who works as a custodian and whose daily rate is \$75. She would be credited \$75 for the day instead of \$150, due to her husband's donation (or ½ the teacher's rate for sick leave).*

Legal Reference: A.C.A. § 6-17-1208

Date Adopted:

Last Revised: June 2012

### 3.10— LICENSED PLANNING TIME

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. 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.<sup>2</sup>

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:

Last Revised: June 2012

### 3.11— LICENSED 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)<sup>1</sup> days of personal leave per contract year. The leave may be taken in increments of no less than .2

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.8, 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 and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave does not accumulate from one contract year to the next.<sup>3</sup>

Personal leave may not be taken the day before or the day after a holiday.<sup>4</sup>

### Professional Leave

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

perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any

employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision.

The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible. If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District 5.

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the District to take either personal days or leave without pay.

Please note that the provisions of Act 1028 of 2007 which gives state employees 8 hours of paid leave to attend their children school educational activities does NOT apply to public school employees.

1 If your district gives personal days, insert the number of days given.

2 Choose the number of hours or portion of a work day that is the minimum that may be taken at any one time.

3 This sentence is optional.

4 This sentence is optional.

5 Choose whether the employee or the District will pay the cost of the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted:

Last Revised June 2012

### 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.<sup>1</sup>

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

Legal References: A.C.A. § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for -Megan's Law?

A.C.A. § 5-14-132

Date Adopted:

Last Revised:

### 3.13— LICENSED PERSONNEL PUBLIC OFFICE

*An employee of the Earle School District who is elected to the Arkansas General Assembly or any elective or appointive public office (not legally constitutionally inconsistent with employment by a public school district) shall not be discharged or demoted as a result of such service. No sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.*

*Prior to taking leave, and as soon as possible after the need for such leave is discerned by the employee, he must make written request for leave to the Superintendent, setting out, to the degree possible, the dates such leave is needed. An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to non-renewal or termination of his employment contract.*

*Legal Reference: A.C.A. § 6-17-115*

*Date Adopted:*

*Last Revised: June 2012*



### 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.<sup>1</sup>

Legal Reference: A.C.A. § 16-31-106

Date Adopted:

Last Revised:

### 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:

Last Revised:

### 3.16— LICENSED 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, prekindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the building principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$\_\_2 will be held until total receipts are equal to or greater than \$\_\_3. 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 except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/ designed for use away from the school campus.

Reimbursement requests submitted by (date) will be processed by (date).4

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

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

Date Adopted:

Last Revised: June 2012

### 3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted:

Last Revised:

### 3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

*An employee of the Earle School 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 References: A.C.A. § 6-24-106, 107, 111

Date Adopted:

Last Revised:

### 3.19— CERTIFIED PERSONNEL EMPLOYMENT

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

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

*Date Adopted:*

*Last Revised:*

### 3.20— LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

*It is the responsibility of the employee to determine the appropriate supervisor from which he 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.*

*Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT*

*Date Adopted:*

*Last Revised: June 2012*



3.21—CERTIFIED PERSONNEL TOBACCO USE \*

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted:

Last Revised:

3.22—DRESS OF CERTIFIED EMPLOYEES

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

Date Adopted:

Last Revised:

### 3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Date Adopted:

Last Revised:

### 3.24—CERTIFIED PERSONNEL DEBTS

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

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

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

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

*Date Adopted:*

*Last Revised:*

### 3.25—CERTIFIED PERSONNEL GRIEVANCES

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

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

*A group of employees who have the same grievance may file a group grievance.*

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

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

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

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

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

#### Process

Level One: An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two

Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

After the conference, the superintendent will have ten working days in which to deliver a written response to the grievance to the employee.

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a -group grievance,?



the Board shall first determine if the composition of the group meets the definition of a - group grievance.? If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, 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 in closed session.

At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee.

*A decision on the grievance shall be announced no later than the next regular board meeting.*

#### *Records*

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

#### *Reprisals*

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

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

*Date Adopted:*

*Last Revised:*

3.25F—CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

\_\_\_\_\_

What would resolve your grievance?

\_\_\_\_\_

Supervisor's Response

\_\_\_\_\_

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

Date Adopted:

Last Revised:

### 3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

characteristics 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:

Last Revised: June 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 ensuring faculty supervision of students throughout the school day and at extracurricular activities.*

Date Adopted:

Last Revised:

3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

School \_\_\_\_\_

Date \_\_\_\_\_

The Earle 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:*
5. *using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;*
6. *using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;*



7. posting anonymous messages on the system;
8. using encryption software;
9. wasteful use of limited resources provided by the school including paper;
10. causing congestion of the network through lengthy downloads of files;
11. vandalizing data of another user;
12. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
13. gaining or attempting to gain unauthorized access to resources or files;
14. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
15. using the network for financial or commercial gain without district permission;
16. theft or vandalism of data, equipment, or intellectual property;
17. invading the privacy of individuals;
18. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
19. introducing a virus to, or otherwise improperly tampering with, the system;
20. degrading or disrupting equipment or system performance;
21. creating a web page or associating a web page with the school or school district without proper authorization;
22. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
23. providing access to the District's Internet Access to unauthorized individuals; or

- 24. 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;
- 25. making unauthorized copies of computer software;
- 26. personal use of computers during instructional time; or
- 27. 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 email, 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:

Last Revised: June 2011

3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

School \_\_\_\_\_

Date \_\_\_\_\_

The Earle School District agrees to allow the employee identified above (-Employee?) to use the district's technology to access the Internet under the following terms and conditions:

1. *Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.*
2. *Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.*
3. *Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.*
4. *-Misuse of the District's access to the Internet? includes, but is not limited to, the following:*
5. *using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;*
6. *using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;*
7. *posting anonymous messages on the system;*

8. using encryption software;
9. wasteful use of limited resources provided by the school including paper;
10. causing congestion of the network through lengthy downloads of files;
11. vandalizing data of another user;
12. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
13. gaining or attempting to gain unauthorized access to resources or files;
14. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
15. using the network for financial or commercial gain without district permission;
16. theft or vandalism of data, equipment, or intellectual property;
17. invading the privacy of individuals;
18. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
19. introducing a virus to, or otherwise improperly tampering with, the system;
20. degrading or disrupting equipment or system performance;
21. creating a web page or associating a web page with the school or school district without proper authorization;
22. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
23. providing access to the District's Internet Access to unauthorized individuals; or
24. 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;

- 25. making unauthorized copies of computer software;
- 26. personal use of computers during instructional time; or
- 27. Installing software on district computers without prior approval of technology director or his/her designee.
- 28. 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.
- 29. 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 email, voice, and video transmissions, to ensure proper use of the system.
- 30. 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:

Last Revised:

2.29—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 Earle School District shall operate by the following calendar. (Attached).

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:

### 3.30—PARENT-TEACHER COMMUNICATION

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

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

More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level. All parent/teacher conferences shall be scheduled at a time and place to best accommodate those participating in the conference. Each teacher shall document the participation or non-participation of parent(s)/legal guardian(s) for each scheduled conference. If a student is to be retained at any grade level, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal References: 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:

Last Revised: June 2012



### 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. (Insert substance abuse resources here.)<sup>1</sup>

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

under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen

or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

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

*the Superintendent, may result in discipline, up to and including a recommendation of termination.*

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

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

#### SECTION ONE

##### Definitions:

*Eligible Employee:* is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>

*FMLA: is the Family Medical Leave Act*

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

*Instructional Employee: is 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).*

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

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



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

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

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

*Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>2</sup>*

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

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

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

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

### *District Notice to Employees*

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

### *Designation Notice to Employee*

*When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. <sup>4</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>5</sup>determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>6</sup>*

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

#### Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>3</sup>

#### Health Insurance Coverage

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

responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.<sup>7</sup>

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

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverage, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>8</sup>

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

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

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

*\*Other circumstances exist beyond the employee's control.*

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

#### *Reporting Requirements During Leave*

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

#### *Return to Previous Position*

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

assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

#### Provisions Applicable to Section One

##### Employee Notice to District

##### Foreseeable Leave:

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

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon

as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

#### *Unforeseeable Leave:*

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



## Medical Certification

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

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

1. The original certification is for a period greater than 30 days. In this situation, the District may require a re-certification after the time of the original certification expires, but in any case, the District may require a re-certification every six (6) months.
  2. The employee requests an extension of leave;
  3. The district receives information that casts doubt upon the continuing validity of the certification. The employee must provide the re-certification in fifteen (15) calendar days after the District's request. No second or third opinion on re-certification may be required.
- The District may deny FMLA leave if an eligible employee fails to provide requested certification.

## *Substitution of Paid Leave*

*When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave. 10*

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

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

## Return to Work<sup>11</sup>

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

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

### *Failure to Return to Work:*

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

### *Intermittent or Reduced Schedule Leave*

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

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

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

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

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

1. To take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. To transfer temporarily to an available alternative position offered by the employer for which

*the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.*

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

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

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

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

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

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

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

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

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

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

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

## SECTION TWO

### FMLA LEAVE CONNECTED TO MILITARY SERVICE

#### *Leave Eligibility*

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

#### QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>12</sup>



## Definitions:

### *Covered active duty means*

- 1. 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*
- 2. In the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.*

### *Son or daughter on active duty or call to active duty status means*

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

## Certification<sup>11</sup>

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

## Employee Notice to District

### Foreseeable Leave:

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

### Unforeseeable Leave:

*When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.*

*Notice may be provided in person, by telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.*

### *Substitution of Paid Leave*

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

### *Intermittent or Reduced Schedule Leave*

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

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

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

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

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

## SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

1. 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
2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

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

#### Serious Injury or Illness:

1. 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
2. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

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

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

*If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for*

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

#### Medical Certification<sup>14</sup>

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

#### Employee Notice to District

##### Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the

leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

#### *Unforeseeable Leave:*

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



electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### *Substitution of Paid Leave*

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

#### *Intermittent or Reduced Schedule Leave*

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

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

Leave less than 3 weeks prior to end of the semester

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

Determining whether an absence qualifies as FMLA leave is a DISTRICT responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has NO mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #1 AND by the employee's receipt of this policy in the employee handbook.

<sup>1</sup> It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full 12 weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for 8 hours per workday, the employee would have only worked 1040 (130 x 8=1040) which would make the employee ineligible for FMLA leave for the year following the year in which the employee took the leave.

<sup>2</sup> Districts can choose one of four possible -12-month periods.? Each one has possible advantages and disadvantages. The four options are:

1. The calendar year;
2. Any fixed 12-month leave year such as a fiscal year or a year starting on an employee's -anniversary? date;
3. The 12-month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
4. A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

3 A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>.

4 We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as Appendix D) to help you fulfill the requirements of this section. It's available at the link in footnote #1 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, 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—LICENSED PERSONNEL SICK LEAVE when making the determination of what sick leave qualifies under both policies.

6 There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote #1 or by calling the ASBA office.

7 The District cannot cancel an employee's insurance for the employee's failure to pay his/her share of the premium until the payment is 30 or more days late. The District must give prior, written notice to the employee at least 15 days prior to the cancellation of the policy stating that the policy will be terminated on a given date if payment is not received by that date which must be at least 15 days from the date of the letter.

8 Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's unpaid FMLA leave if the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following except from 29 CFR 825.212(c):

*If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage.*

*See*

*§ 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.*



9 You may choose the time interval of the required duty to report, but it must be reasonable.

10 ASBA model policy 3.8—LICENSED PERSONNEL SICK LEAVE includes language entitling employees with up to 15 days of sick leave in a school-year for issue relating to the adoption of child. 1 you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

11 The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The Designation notice and the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #1 or by calling the ASBA office.

12 The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy. While the current CFR has not been updated

since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

13 You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #1 or by calling the ASBA office.

14 You can use Appendix H, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #1 or by calling the ASBA office.

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

Legal References: 29 USC §§ 2601 et seq.

29 CFR part 825

Date Adopted:

Last Revised:

### 3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The Earle School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

Legal References: 29 USC § 2601 et seq.

29 CFR 825.100 et seq.

Date Adopted:

Last Revised:

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

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

- (1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
- (2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:  
A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - (A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - (B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - (C) Any period of incapacity due to pregnancy, or for prenatal care.
  - (D) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

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

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

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

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

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

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition.

Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin,

antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave. (c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met. (d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave. (e) Absences attributable to incapacity under paragraphs (f) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than threedays. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain

level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:



### 3.34— LICENSED PERSONNEL CELL PHONE USE

*Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.<sup>1</sup>*

*District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an -as needed? Basis provided it is not during instructional time.<sup>1</sup> 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. <sup>32</sup>*

*Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.*

*7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS*

*Legal Reference: IRS Publication 15 B*

*Date Adopted:*

*Last Revised: June 2012*

### 3.35—CERTIFIED PERSONNEL BENEFITS

The Earle School District provides its certified personnel benefits consisting of the following.<sup>1</sup>

*h. The priceless reward of helping shape the life and future of our children;*

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per contract calendar month, or greater portion thereof ; and
4. \_ Personal days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised: June 2011

3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

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

Last Revised:

### 3.37—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:

### 3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

Definitions:

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

1. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
2. Substantial interference with a student's education or with a public school employee's role in education;
3. 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
4. Substantial disruption of the orderly operation of the school or educational environment;
5. 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 others performance in the school environment; and

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

\*Necessary cessation of instruction or educational activities;

\*Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;

\*Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or

\*Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

1. Sarcastic "compliments" about another student's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as -fronting? or -chesting? a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,

6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying,
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: -Slut?) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: -You are so gay.? -Fag? -Queer?).

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: June 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:

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 Hot-line, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hot-line 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 Hot-line discharges this duty.

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

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

Date Adopted:

Last Revised:

### 3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

*The Earle School 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, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.*

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

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

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

*Videos, automatic identification, or data compilations containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law. Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities. Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.*

*Date Adopted:*

*Last Revised: June 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 confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>1</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:*

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

*The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few*

individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>2</sup>

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:

Last Revised:

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

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

Legal References:

A.C.A. § 6-17-401

Date Adopted:

Last Revised: June 2012

### 3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the superintendent. 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:

Last Revised:

### 3.45—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*

*\*Twitter.*

*Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.<sup>1</sup>*

*Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly. 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 guidelines<sup>1</sup> to promote communications with students, parents, and the community*

concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social 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.? Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or non-renewal of the contract of employment.

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while

this is not prohibited, 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. Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>2</sup>

Notes: While this policy is not required by any statute, ASBA strongly recommends adopting it after consulting with staff for localizing purposes. This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two. <sup>1</sup> The policy's separate definitions for -social networking websites? And -professional/education social networks? are important. Districts are encouraged to establish -professional/education social networks? as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on -social networking websites.? ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private -professional/education social networks?

We recommend NOT incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to

change them if the need arises. 2 What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what is permitted as what is not permitted. Your discussions may elicit additional bullets to include in the policy.

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

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

Date Adopted: June 2011

Last Revised:

### 3.46— CERTIFIED PERSONNEL VACATIONS

*240 day contracted employees are credited with 10 days of vacation<sup>1</sup> at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned. Instructional Employees may not generally take during instructional time. All vacation time must be approved by the superintendent.<sup>2</sup>*

*No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year.*

Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.<sup>3</sup> Earned but unused vacation will be paid upon retirement, termination, or non-renewal at the employee's current daily rate of pay.

Notes: <sup>1</sup> Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in the paragraph's final sentence for used, but unearned vacation. <sup>2</sup> Insert the position that will be responsible for approving vacation requests. <sup>3</sup> This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the practice of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

Date Adopted: June 2011

Last Revised:



### 3.47—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 daily 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.

<sup>1</sup> -Daily? is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter time-line is to protect both the district and the teachers from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. Bottom line is that the daily time-line is to protect both the district and the teacher.

Date Adopted:

Last Revised: June 2012

## PROGRAM SAFETY NET

*Teachers are required to send weekly deficiency reports on all students with grades below a -C? average. Teachers are to fill out deficiency reports. The white copy will be mailed to the parent. The yellow copy is referred to the counselor and the pink is for the teacher's file.*

*After three (3) deficiency reports, a parent contact is required. If no parent contact is made, the student will not be admitted to class until parent/teacher conference is concluded.*

THE PROGRAM NET WILL BE REVISED AUGUST, 2001.

*Adopted by the Board – March, 1994*

### 3.49— LESSON PLANS

*Each teacher employed in the instructional program, shall have prepared and made available lesson plans for each day's work.*

- 1. Lesson plans shall be made for a week in advance and updated daily.*
- 2. Each day's plan shall be on the teacher's desk and available to substitutes when necessary.*
- 3. Lesson plans shall be on the teacher's desk and available to substitutes when necessary.*
- 4. General information related to lesson plans shall be stapled inside the front cover of the lesson plan book. Adopted by the Board – March 8, 1990*

3.50 – SOLICITATIONS BY STAFF MEMBERS

*No employee of the School District is permitted to use his/her position in soliciting funds for any cause other than for the school related purposes.*

*Adopted by the Board- March 8, 1990*

### 3.51 SOLICITATIONS OF STAFF MEMBERS (SALESMEN)

*No one will be allowed to pursue private or personal business with individual teachers by scheduling appointments at the teacher's conference or preparatory period.*

*It is recommended that no one be schedule to talk at faculty meetings or to individuals teachers concerning private business during regular faculty meetings or at service periods.*

*Any teacher may remain after faculty meetings or schedule an appointment at his or her home if he/she desires to talk with salesmen on any matter not related to school business.*

*This policy does not eliminate salesmen meeting with teachers or faculty concerning school and teaching supplies and other business related to the school's operations.*

*Adopted by the Board- March 8, 1990*

### 3.52 PERSONNEL RECORDS

*It is the policy of Earle School District that personnel files will be maintained according to State laws and regulations and that such files will meet the needs of this district in personnel administration.*

*All information contained in an employee's records shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by said employee, or as subpoenaed by legal authorities.*

*The master file will be kept in Central Administration.*

*It shall be the responsibility of each employee to ensure that his/her central office and local school personnel files are complete and current in compliance with established Board procedures. The personnel file of each employee may submit for inclusion in the file written information in response to any of the information contained in the file.*

*Ref: Ark. Stat. Ann. SS12-2803, (Act 93 of 1967), 12-2804 80-225, 80-509; Act 766 of 1979; Act 49 of 1987*

*Adopted by the Board- March 8, 1990*

### 3.53- CONTENTS OF TEACHER PERSONNEL FILES

*A personnel folder for each teacher will be kept in the administrative office. The following information shall be included in the folder:*

- 1. Original application form.*
- 2. Arkansas Teacher's Certificate (current, valid, superintendent's copy).*
- 3. College Transcripts (showing degree(s) up-to-date).*
- 4. Evaluation of formal and informal observations.*
- 5. Health data- T.B. Cards filed by schools.*
- 6. Leave records- (a) sick leave (b) personal leave © professional leave*
- 7. In-service or faculty development record..*
- 8. Letters of recommendation or criticism.*
- 9. Other items relating to personnel matters.*

*Adopted by the Board-March 8, 1990*



### 3.54 CERTIFICATION AND RECERTIFICATION

*A teacher, to be employed or under contract, must have a valid teaching certificate issued by the Arkansas State Department of Education.*

*Exceptions may be made in certain teaching areas where a teacher may be employed to teach with a provisional (one to two year) certificate issued by the Teacher Certification Department, Arkansas State department of Education.*

*A teacher who is teaching with a provisional teaching certificate would be expected to remove the deficiencies in order to obtain a minimum six year certification in his field according to State Board of Education regulations.*

*Ref: Standards for Accreditation, Arkansas Public Schools, State Board of Education, February, 1984, Act 512 of 1987.*

*Adopted by the Board-March 8, 1990*

### 3.55 TEACHERS' SPECIFIC RESPONSIBILITIES

*Teachers elected by the Board on the recommendation of the Superintendent shall be under the general direction of the Superintendent of Schools, or his designated assistant, and immediately responsible to the Principal for executing the policies of the Board of Directors as they pertain to the function of the school, to the classroom, and to the immediate contact with students and parents. The specific responsibilities shall be:*

1. To direct and to evaluate the learning experience of the students in both curricular and extracurricular activities.
2. To teach to ensure mastery of course content objectives.
3. To provide guidance to the students which will promote their welfare and their proper educational development.
4. To seek professional aid of school principals and supervisory personnel.
5. To be responsible for child accounting.
6. To maintain proper relationships with parents.
7. to administer the classroom and its program.
8. To provide for the care and protection of school property.
9. To participate in the business and activities of the faculty.
10. To cooperate with and to participate in the planning and evaluation of the school program.
11. To take part in the in-service educational program of the school.
12. To perform other duties as assigned.

*Adopted by the Board- March 8, 1990*

### 3.56- SALARY DEDUCTIONS

*Salary deductions, which are considered statutory, shall be deducted in accordance with applicable laws and regulations. The Board of Education may authorize voluntary deductions. The employee shall significantly annually a form authorizing all voluntary payroll deductions and verifying knowledge of all Board regulations governing these deductions.*

*Ref: Ark. Stat. Ann. SS80-1234, 80-1333,80-1443*

*Adopted by the Board- March 8, 1990*

### 3.57 – STAFF RIGHTS AND RESPONSIBILITIES

The Board of Education recognizes that each employee has the same civil and constitutional rights as any other citizen. Such rights shall be respected at all times but shall be restricted if their exercise materially interferes with the educational process. No other rights and responsibilities shall be accorded staff members unless specifically incorporated in the contracts of employees.

Ref.: U.S. Const. Amend. 1; U.S. Const. Amend. XIV. SI; *Curtis Publishing Company v. Butts Associated Press v. Walker*, 8755 S. ct. 1975 (1967); *Time, Inc. v Hill*, 875 S. Ct. 534 (1976); *Pickering v. Board of Education*, 391 U.S. 563, (1968) *Civhan v. Western Line Consolidation School*, 99 s. Ct. 693 (1979); *Keyishian v. Board of Regents*, 385 U.S. 589 (1967); *Board of Regents of State Colleges v. Roth*, 498 U. S. 564 (1972); *Perry v. Sindermann*, 408 U.S. 593 (1972); *Ark. Stat. Ann. SS80-213, 80-509, 80-1304.*

*Adopted by the Board- March 8, 1990*

3.58- SELECTION AND APPOINT  
MEN-PROFESSIONAL PERSONNEL

*All persons employed by the School District shall be appointed upon the recommendations of the Superintendent. Should the person nominated by the Superintendent be rejected by the Board, it shall be the duty of the Superintendent of Schools to nominate other persons for employment who shall meet all the qualifications established by law and by the Board for the type of position for which the nomination is made.*

*All personnel who are employed by the use of ECIA funds must comply with the school's policies governing the regularly employed school personnel, both teaching personnel and operation personnel.*

Ref.: Ark. Stat. Ann. SS 800-509, 80-1304.

Adopted by the Board- March 8, 1990

### 3.59- COMPENSATION GUIDES AND CONTRACTS

*The Board of Education shall enter into contracts of employment with teachers and other personnel. 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 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.*

*Ref: Ark. Stat. Ann. SS80-1236, 80-1304, 80-1036; Act 3 of First Extraordinary Session, 1981.*

*Adopted by the Board- March 8, 1990*

### 3.60- QUALIFICATIONS AND DUTIES

The Board of Education requires that each professional employee in the School District hold a degree from an accredited college or university.

Each professional employee shall hold a current and valid Arkansas Teacher's Certificate which shall be on file in the Office of the Superintendent.

If a teacher subsequently receives a higher certificate (Masters, Educational Specialist, or equivalent, or Doctorate) during the school year, the salary increase shall become effective immediately upon proof by way of transcript or teacher's certificate or letter from the dean of the college where this higher degree is to be obtained stating that the teacher has met all the requirements for this new degree pending the next graduation ceremony when the degree will be bestowed.

Adopted by the Board-March 8, 1990



### 3.61- JOB SPECIFICATIONS: SPECIALTY SERVICES

Race, color, or creed will not be involved or given any weight when a vacancy occurs in themselves area of Specialty Services such as Principals, Assistant Principals, Coaches, Counselors, Band Directors, Deans, etc., and a notice of such vacancy or vacancies may file a written letter of application to the Superintendent, expressing an interest in being considered for such vacancy or vacancies.

All Specialty Service Personnel employed by the School District shall be appointed upon the recommendation of the Superintendent. Should the person nominated by themselves Superintendent be rejected by the Board, it shall be the duty of the Superintendent of Schools to nominate other persons for employment who shall meet all qualifications established by law and by the Board for the type of position for which the nomination is made.

All Specialty Service applications shall be in the Superintendent's Office Personnel Department for inspection by any Board member.

Adopted by the Board- March 8, 1990

### 3.62 ASSIGNMENT AND TRANSFER

*Teachers may be assigned, reassigned or transferred by the Superintendent or his authorized representative. Insofar as possible, teachers will be assigned to positions for which they are best qualified. Also, an effort will be made, when possible, to honor a teacher's preference in assignments.*

Ref.: Ark. Stat. Ann. SS80-1234

Adopted by the Board-March 8, 1990

### 3.63- PERMANENT PERSONNEL

*The Superintendent of Schools, in administering the personnel policy adopted by themselves Board, shall be guided by the knowledge that the Board values the freest exchange of ideas with relationship to the employment, dismissal, and the satisfactory discharge of the responsibility assigned, and nothing provided herein shall be interpreted as intended to interrupt the free and open flow of ideas and assistance among the personnel at every level, but as the administrative officer of the Board, the Superintendent of Schools has the final responsibility for selecting, assigning, supervising and dismissing any employee, with the approval of the Board, for good and sufficient reasons.*

*All personnel matters which require administrative action shall be handled by the officer immediately in charge of the area in which the problem arises. That officer shall refer such matters to the Superintendent in charge of Personnel when necessary. All employees shall have the right to appeal any decision made by an administrative officer to the next highest officer and through successive steps to the Board of Education.*

### 3.64- PROFESSIONAL PERSONNEL RECRUITMENT

The Board recognizes the Superintendent of Schools as the Chief Executive Officer of themselves Board, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning themselves recommendation of candidates shall be the responsibility of the Superintendent. All recruitment and hiring practices shall adhere strictly to applicable equal employment opportunity policies and regulations.

Ref.: Ark. Stat. Ann. S80-509.

Adopted by the Board-March 8, 1990

### 3.65- EMPLOYMENT INTENTION AND CHANGE OF ASSIGNMENT FORMS

*Each teacher will be required to fill out, during the month of March, an intention slip indicating his or her employment plans for the coming contract year. These slips will be used to help plan and procure faculty for the coming year. Any teacher who, after filing an intention plan, desires to change this form may do so by contacting the Superintendent. Also available at this time will be a Transfer Request Form. Any teacher desiring a change of assignment may complete this form during the month of March. Changes in assignment will be made in accordance with regulations listed on the Transfer Requesting Form.*

*Adopted by the Board- March 8, 1990*

3.64- EMPLOYMENT INTENTION FORM

To: All Faculty Members of the Earle School District's

From: Superintendent

Please indicate by checking the appropriate statement below your employment intention for the coming school year. Please return this form to the principal of your school within 5 working days.

I am planning to teach in the Earle School District next year. \_\_\_\_

I will not teach in the Earle School District next year. \_\_\_\_

(If you desire to change the above employment intention, you may do so at any time by contacting your principal and filling out a new form).

Date Teacher's Signature \_\_\_\_\_

### 3.65- SUBSTITUTE TEACHERS

*All substitute teachers will be chosen from a District-prepared list. The principal will be responsible for calling substitutes for their building, and the District will pay all substitutes from the teacher salary fund. The following pay scale will be in effect for substitute teachers employed by the Earle School District.*

*Substitute teachers will be paid \$48.00 per day, and substitute teachers that have at least 60 college hours and have been in the same classroom for more than ten (10) consecutive days will be increased to \$58.00 per day.*

*It is required that all substitute teachers attend a substitute teacher workshop. Job-protected performance will be a criterion for recall.*

*Adopted by the Board- November 9, 2000*

### 3.66- ATTENDANCE

Teachers are expected to observe the following rules regarding attendance at their respective schools:

1. Teachers are expected to attend all meetings called by the Superintendent, or his authorized representative and will be given a one day notice prior to the meeting.
2. No teacher shall be required to meet on any activity other than in-service meetings (faculty meetings, etc.) or an assigned school business unless so directed by the Superintendent or his designated assistants without one day notice.
3. Teachers are expected to report to school and for duty assignments as directed by the Principal or Supervisor of their building. This includes duty assignments before, during and after school.
4. Teachers shall not leave the building or grounds of their school during school hours without notifying the Principal, or his/her assignee within their building.

Adopted by the Board- March 8, 1990

Amended by the Board (#4) in 2000.



### 3.67 PROFESSIONAL PERSONNEL ORIENTATION

*The Board of Education recognizes the importance of an organized system wide orientation program for all teachers new to the School District each school year and directs the administration to plan and implement an orientation program in accordance with legal and other requirements.*

Ref: Ark. Stat. Ann. S80-509

### 3.68- LETTERS OF REPRIMAND

*A teacher may be given a written reprimand by a majority vote of the School Board. If a letter of reprimand is given by the Board, the teacher receiving such reprimand will be given the opportunity to appear before the Board in Executive Session.*

*All letters of reprimand shall contain the following elements:*

- 1. A specific charge or charges including time, date, and location.*
- 2. A clear statement of the evidence supporting the charges.*
- 3. A clear statement of what is expected by way of improvement.*
- 4. An indication of any time limitation involved.*
- 5. A reference of action may be necessary if improvement is not evidenced within the stated time limit, which is needed for serious cases or for repeated minor offenses.*

*All letters of reprimand will be preceded by a warning.*

### 3.69- SUPERVISION

*The Board of Education is vested with the general administration and supervision of themselves School District. Actual supervision administration and maintenance of the District is delegated to the Superintendent of Schools as the Executive Officer of the Board.*

Ref.: Ark. State. Ann. SS80-213, 80-509.

### 3.70- PROMOTION

*The Board of Education shall consider and determine all promotions of employees based upon the recommendations of the Superintendent. All employees considered foreseeable promotion must possess the appropriate certification issued by the State Board of Education for said position.*

*Ref.: Ark. Stat. Ann. SS80-213, 80-509, 80-1234.*

### 3.71- TRANSFER

The Board of Education may transfer any teacher or other personnel upon themselves recommendations of the Superintendent when in the best interest of the School District to do so. Such transfers shall not be arbitrary, capricious or discriminatory.

The Board may also grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

Ref.: Ark. Stat. Ann. S80-1234.

### 3.72- DUTY-FREE LUNCH PERIOD

The Earle School District shall provide at least a thirty-minute uninterrupted duty-free lunch period for each certified school employee for a minimum of one-hundred percent (100%) of student contact days.

Any teacher not receiving a duty-free lunch for a minimum of 100% of the student contact days shall receive an hourly per diem rate for each missed lunch period unless the teachers waives his/her right to be compensated.

Legal Reference to ACT 1373 of 2001.

### 3.73- CONFERENCES AND VISITATIONS

The Board of Education authorizes the Superintendent of Schools to grant professional personnel time to engage in educational activities related to the goals and needs of the School District without pay deductions. The number of absences allowable for such activities shall be at the discretion of the Superintendent.

Ref.: Ark. Stat. Ann. SS80-213, 80-509, 80-1218.

### 3.74- LEAVE OF ABSENCE FOR ILLNESS

*A teacher in absence for illness should not request that he or she be allowed to remain on leave of absence for illness status for an unreasonable length of time. Leaves of absence without pay may be granted by the Superintendent if it becomes necessary for a teacher to be absent for an extended period of time which, in the judgment of the Superintendent and Principal, would be detrimental to the progress of the school.*

*The teacher requesting leave for illness should make a written request to the Superintendent, giving reasons for the request and date leave is to begin. Leaves for illness will be for no less than the remainder of the semester and no longer than the end of the school year. A letter asking for reinstatement from sick leave must be sent to the Superintendent at least six weeks prior to the end of the semester of the school year in which leave is taken.*



### 3.75- INSURANCE COVERAGE

The Board of Directors recommends that each teacher and administrator employed by the School District be covered by a sickness and accident policy. It is urged that all teachers avail themselves of this group insurance or that they be adequately covered by a company of their own choosing.

Any teacher who would be normally participating in the teacher group insurance program and whose husband or wife is employed by the U. S. Government, or any instrumentality thereof, or eligible for Medicare, is not requested to continue their participation in the Arkansas Blue Cross-Blue Shield Group or any other group that might be adopted by the professional staff.

### 3.76- VACATIONS

*All personnel employed on a 12-month contract earn vacation time as set by the Board of Education. Such vacation shall not be allowed during the time that schools are in session.*

*If an employee has been employed for less than 12 months, then accrued vacation time must be apportioned accordingly.*

*Ref.: Ark. Ann. S80-1258.*

### 3.77- PROFESSIONAL ORGANIZATIONS

*Teachers are encouraged to join, support and attend professional organizations.*

### 3.78- DISTRIBUTION OF LITERATURE AND OTHER MATERIALS

No pornographic literature may be distributed to the pupils or displayed in the building or sent to the homes. No publications prepared by outside agencies are to be distributed to the pupils or displayed in the building or sent to the homes unless authorization for such distribution and display has come from the Superintendent of Schools. The Superintendent may approve the use by the teachers of materials which are not commercial and are not controversial when it is suitable for the regular school program.

### 3.79- PROBATION

The Board of Education shall require, in accordance with statutory provisions, that a teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; provided, however, that an employing school approved district may, by majority vote of its directors, provide for one additional year of probationary status. During the probationary period, the Superintendent may recommend to the Board non-renewal of a probationary teacher's contract. A copy of the non-renewal recommendation shall be sent to the teacher by certified or registered mail, return receipt requested. Said notice shall be sent no later than ten (10) days from the end of the current school term or within the contract period. The Board shall act on the recommendation, and the Superintendent shall notify the probationary teacher by certified or registered mail the decision of the Board. The Earle school District requires that teachers entering the system for the first time regardless of experience will be probationary for one year.

Ref.: Ark. Act 936 of 1983.

### 3.80-SUSPENSION

Whenever a superintendent has reason to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing.

The Superintendent shall notify the teacher in writing within two (2) days of the suspension. The written notice shall include a simple but complete statement of the grounds for suspension or recommended termination and shall state that a hearing before the board of directors is available to the teacher upon request, provided the request is made in writing within thirty (30) days after the written notice of proposed termination or suspension is received by the teacher. The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time period provided in §6-17-1509 after a request for the hearing unless the teacher and the board agree to a later time.

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

1. The hearing shall take place not less than five (5) nor more than ten (10) days after the written request has been served on the board, except that the teacher and board may, in writing, agree to a postponement of the hearing to a later date.
2. The hearing shall be private unless the teacher or the board shall request that the hearing be public.
3. The teacher and the board may be represented by representatives of their choosing.
4. It shall not be necessary that a full record of the proceeding at the hearing be made and preserved unless:

a. The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher.

b. A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript to the teacher without cost.

If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

### 3.81-TEACHER HEALTH CERTIFICATE

*In accordance with the School Laws of Arkansas, a health certificate issued by a physician shall be on file in the teacher's personal record file in the Office of the Superintendent. Amendment 1979 A health certificate is no longer required. Arkansas Statutes 80-1210 as amended and Board of health regulations require that all teachers furnish evidence annually of freedom from tuberculosis in the infectious state before contract renewal.*

*Requiring presentation of T.B. Test Card from each new teacher is the responsibility of the school administration. These teachers must have on file in the Administration Office up-to-date proof of the T.B. Test prior to September 30 of that year of their employment.*

*The health card will be kept in the Office of the Superintendent.*

*Ref.: Ark. Stat. Ann. 80-213, 80-509, 80-1210, Act 640 of 1989.*



### 3.82-STUDENT TEACHING

*All applications from colleges and universities shall be handled through the Superintendent who will assign practice teaching positions after consultation with the Principal of the school where the assignment will be made.*

*Any problems or questions concerning the practice teacher or practice teaching procedures shall be brought to the attention of the cooperating teacher's supervisor.*

*A \$200 stipend will be paid to the cooperating teacher who works with a student teacher.*

3.83- REIMBURSEMENT FOR UNUSED SICK LEAVE REGULAR AND  
RETIRED TEACHERS

*An additional ten (10) days shall be added to the sick leave for all teachers. The accumulated number of days will remain 90 days. The District will reimburse all days not used after the certified employee accumulates 50 days. The reimbursement will be made at the rate paid substitute teaches. Payment will be made either in June or December of each school year. The administration must be notified in writing 30 days prior to the month of request.*

3.84-REIMBURSEMENT FOR UNUSED SICK LEAVE FOR RETIRING  
PERSONNEL

*Reimbursement for unused sick leave will be made to certified personnel meeting the following requirements:*

- 1. Employed under contract to the Earle School District in a position requiring a teaching certificate and be a member of the Arkansas Teacher Retirement System.*
- 2. Meets all requirements for retirement of the Arkansas Teacher Retirement System and has made application and is approved for retirement benefits by the Arkansas Teacher Retirement System.*

*Each certified personnel member who meets the above requirements shall receive, upon retirement from the Earle School District and the Arkansas Teacher Retirement System, a sum of \$48.00 per day for each day of unused sick leave accumulated within the District up to a maximum of 90 days.*

*Adopted by the Board-November 9, 2000.*

### 3.85-REPLACEMENT OF TEACHERS

*A substitute teacher list will be prepared and distributed to each school and the list shall be revised and kept current by the School District Administration Office. All temporary or substitute teachers will be paid by school warrants issued from the District's Administration Office.*

*Temporary substitute teachers shall be contacted by the Principal of each school.*

*It is recommended that the District employ persons with a minimum high school diploma and/or teaching experience. Where possible, persons having college experience should have preference for these positions.*

3.86- TEACHER TRANSFER REQUEST

NAME DATE

PRESENT SCHOOL ASSIGNMENT

PRESENT GRADE LEVEL OR SUBJECT ASSIGNMENT

*I would like to request a transfer of teaching assignment to:*

SCHOOL REQUESTED:

1. \_\_\_\_\_

2. \_\_\_\_\_

GRADE LEVEL OR SUBJECT ASSIGNMENT:

1. \_\_\_\_\_

2. \_\_\_\_\_

*Return to building principal within one week. Transfer of schools, grade level, or subject is dependent upon availability of opening in the school, grade level, or subject and must be approved by the principal of the school to which transfer is requested or principal of school in which grade level or subject is to be changed.*

\_\_\_\_\_

Teacher's Signature

**3.87-TEACHER TRANSFER**

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

Approval Date \_\_\_\_\_

Present Assignment \_\_\_\_\_

Present School Assigned \_\_\_\_\_

TRANSFERRED TO:

Grade Level or Subject Assignment \_\_\_\_\_

School Assigned \_\_\_\_\_

Transfer of schools, grade level, or subject is dependent upon availability of opening in the school , grade level, or subject, and must be approved by the principal of the school to which transfer is requested or principal of school

in

which grade level or subject assignment is to be changed.

Superintendent \_\_\_\_\_

Approved by Principal \_\_\_\_\_

Date \_\_\_\_\_

3.88-TRANSFER REPLY

Name \_\_\_\_\_

Date \_\_\_\_\_

Present Assignment \_\_\_\_\_

Yes, I accept the transfer to \_\_\_\_\_ at the  
Earle School.

No, I do not accept the transfer to \_\_\_\_\_ at the  
Earle School.

\_\_\_\_\_  
Signature of Teacher

### 3.89-PERSONAL CONDUCT AND TEACHER LIABILITY

*Teachers convicted of a criminal offense will be subjected to immediate review of the Board.*



### 3.90-DESTRUCTION OF SCHOOL RECORDS

The principal, teacher, or other employee shall not destroy any school records of a permanent nature unless the Superintendent of Schools has so granted permission to do. Pupils' permanent records and pupils' cumulative records are to be considered in this category. Teachers' record books and teachers' nine-week reports are considered of a semi-permanent nature and should be held for a period of five to ten years.

### 3.91-SCHOOL REPORTS

From time to time, individuals will issue reports on the welfare of the schools and pupils from the office of the Superintendent of Schools, and from such other school offices or as they may approve. Secondly, inspection of or access to records in all schools' offices as well as records of the Board of Directors are open to the public at all times except those records dealing with personnel and students protected by law.

Personnel records are defined as all official records, files, and data directly related to persons employed by the school district. Records may include, but not necessarily be limited to: contracts, college transcripts, teacher evaluations, health certificates, recommendations, completed job applications and other data required by the statutes of Arkansas and Federal laws. Each employee will have free access to the contents of his or her file and shall have the opportunity to respond to that record.

To release the personnel records to other persons or agencies, written consent shall be given by the person whose record is being requested, stating what is to be released and who is to receive it.

Ref.: Family Education Rights and Privacy Act of 1974.

Adopted by the Board March 8, 1990.

### 3.92-POLICY FOR STUDENT DISCIPLINARY CODE

Parents:

*Students' rights do not extend to infringement on the right of teachers to teach and other students to learn. These rights cannot be exercised in an environment of disturbance and fear. Every student is strictly accountable for any disorderly conduct in school, at school activities, or on the playgrounds of the school during intermission or recess.*

*I strongly encourage you to take time to read this condensed version of the new disciplinary code. Parents will be asked to sign a contract that states that they have read, understood, and discussed with their children the STUDENT-PARENT GUIDE TO DISCIPLINARY CODE AND STUDENT DRESS CODE, which is to be distributed later this school year. Parents and Guardians who have questions about the Student Code of Conduct should contact the principal of their child's school for more information or clarification.*

*In the Student Code of Conduct, the violations are grouped into three classes: Class I (Minor Offenses), Class II (Intermediate Offenses), and Class III (Major Offenses). The violations are to be enforced by the teacher, principal, or designee. The definitions or explanations of the various disciplinary actions are listed below. These definitions will help you and your child better understand the consequences of his/her actions.*

1. *Student/Teacher Conference.* This is a meeting between the student and the teacher in which to discuss the offense.
  
2. *Parent/Teacher Conference.* This is a meeting between the parent of the child and the teacher in which they discuss the offense the student committed.
  
3. *Administrative Conference.* This is a meeting where the principal, the parent, and/or the student discuss the offense committed by the student.
  
4. *Detention.* This is a disciplinary action in which the student misses a portion of his/her break.
  
5. *Suspension of Three Days.* In this disciplinary action, the student is to remain out of school for a maximum of three days.
  
6. *Suspension of Five Days.* In this disciplinary action, the student is to remain out of school for a maximum of five days.
  
7. *Suspension of Ten Days.* In this disciplinary action, the student is to remain out of school for a maximum of ten days.

8. *Expulsion. In this disciplinary action, the student is not to return to school until the following school year.*

9. *Any actions will be taken as a result of the principal's discretion.*

*Amended by the Board (#9) – June 29, 2001.*

### 3.93- Class 1 Behaviors and Disciplinary Actions

The following is a list of Class 1 Behaviors and their disciplinary actions. Class 1 behaviors are of minor offenses. Therefore, various disciplinary actions apply.

#### Behavioral Offenses

- 1a. Use of profane or obscene language to another student.
- 1b. Excessive distractions of other students.
- 1c. Illegal Organizations
- 1d. Minor disruptions of a school bus or RTA bus
- 1e. Cutting class
- 1f. Excessive absences or tardiness
- 1g. Inappropriate public display of affection
- 1h. Failure to bring to class: Classroom materials, homework, or other required items
- 1i. Violating the dress code
- 1j. Truancy from school
- 1k. Any other offense the principal reasonably judges to fit this category

NOTE: A maximum of three violations of Class 1 in which the student is sent to the office will be converted to Class 11.

## *Disciplinary Actions*

- 1.. *Student/Teacher Conference*
1. *Parent/Teacher Conference*
2. *Administration Conference*
3. *Detention*

### 3.94-Class II Behaviors and Disciplinary Actions

The following is a list of Class II behaviors and their disciplinary actions. Due to the fact that these behaviors are more serious than those of Class I, they have more direct disciplinary actions.

#### Behavioral Offenses and Their Disciplinary Actions

- 2a. Habitual violations of Class I .....Up to 3 days Suspension
- 2b. Intentionally providing false information to any member of the District's staff .....Up to 3 days Suspension
- 2c. Creating a disturbance in school or campus ..... Up to 3 days Suspension
- 2d. Written or verbal proposition to engage in a sexual act .... Up to 3 days Suspension
- 2e. Leaving school campus without permission ..... Up to 3 days Suspension
- 2f. Disrespect for authority or willful disobedience ..... Up to 5 days Suspension
- 2g. Using or processing tobacco products, matches, or lighters .. Up to 5 days Suspension
- 2h. Use of profane/obscene language to any school district employees ..... Up to 5 days Suspension
- 2i. Gambling ..... Up to 5 days Suspension
- 2j. Extortion or threats .....Up to 5 days Suspension
- 2k. Possession of stolen property ..... Up to 5 days Suspension  
Students will not be readmitted until property is returned
- 2l. Possession of and/or igniting fireworks ..... Up to 5 days Suspension



- 2m. Theft (stealing an amount of \$100 or less or objects valued at less than \$100 ..... Up to 5 days Suspension  
(Students will not be readmitted until payment/written arrangements are made).
- 2n. Inappropriate behavior on field trips ..... Up to 5 days Suspension
- 2o. Assault (verbal threat) to any district employee ..... Up to 5 days Suspension
- 2p. Major disruption on a school bus or RTA bus ..... Up to 5 days Suspension
- 2q. Battery on another student ..... Up to 5 days Suspension  
(Plus denial of bus privileges/tickets possible)
- 2r. Vandalism of school or personal property ..... Up to 5 days Suspension  
(Students will not be readmitted until payment/written arrangements are made).
- 2s. Any other offense which the principal reasonably judges to fall in this category ..... Up to 5 days Suspension

*Class III Behaviors and Disciplinary Actions*

The following is a list of Class III Behaviors. These are the most serious offenses, and because of this, the Earle Police Department, the Earle Public Schools Security Department, the Area Superintendent's Office, the school district's Executive Assistant Office, and Parents or Guardians, shall be notified immediately when Class III offenses occur. The disciplinary actions are mandatory. This is also due to the fact that these offenses are so serious.

## Behavioral Offenses and Their Disciplinary Actions

- 3a. Fourth suspension after three previous suspensions in the same school year ..... Expulsion
- 3b. Battery (bodily harm) to another student or any school related activity ..... Expulsion
- 3c. Battery (bodily harm) to another school district employee at school or any school-related activity..... Expulsion
- 3d. Possession, use, concealment, or transmittal of drugs or alcohol ..... Expulsion
- 3f. Theft (Stealing) or extortion of \$100 or more, or of property valued at \$100 or more ..... Expulsion
- 3g. Robbery (taking anything of value from another by use of force or intimidation) .....Expulsion
- 3h. Burglary of school property (unauthorized entering of any school district building or vehicle with the intent to commit theft or damage) ..... Expulsion
- 3i. Burglary of vehicles (unauthorized entering of any parked vehicle parked on or near school property with the intent of theft or damage) ..... Expulsion
- 3j. Possession, use, transmittal, or concealment of weapons. Weapons are defined as firearms, knives, explosives, inflammable materials, or any other item that may cause bodily injury or death ..... Expulsion
- 1. Firearms: including, but not limited to, pistol, rifle, zap gun, shotgun, BB gun, starter gun explosive propellant, or destruction device whether operable or inoperable, loaded or unloaded.

- 2. Knives: including, but not limited to, switchblade, pen knife, hunting knife, and similar objects.
- 3. Other: including, but not limited to, razor blade, ice pick, dirk or other sharp instruments, nunchaks, brass knuckles, pipe, Chinese star, Billy club, machete, mace, tear gas, gun, or other chemical weapons or electric weapons or devices (Stun gun).
- 4. Miscellaneous: Use of any object or substance to harm, frighten or intimidate others including, but not limited to, rocks, pens, pencils, toy guns, and similar objects.

Participating in or causing a disturbance at school or school activities,  
 e.g., riot, gang fights, or similar disturbances ..... Expulsion

5. Bomb threats/setting off the alarm .....Expulsion

NOTE: A student while under suspension or expulsion SHALL NOT enjoy the rights of any other students.

### 3.95-SCHOOL BOARD POLICY ON FIGHTING

Fighting and other acts of violence will no longer be tolerated by the Earle School District. For students who engage in fighting or other acts of violence, the following will apply:

1. The First Offense

a. The student shall receive 5 days suspension at home and 5 days in In-School Suspension.

b. The student shall lose all rights and privileges in any extra curricular activity/employment program or to attend school functions outside of the normal school day activities.

EXAMPLE: Students guilty of fighting will lose the right of participation in any of the following activities:

BAND

SPORTS: Football, Basketball, Track, Tennis, Cheer-leading, or any other athletic activity sponsored by the Earle School District.

CLUBS: FCCLA, FBLA, FHA, BETA Club, Student Council, Honor Society, Library Club, Art Club, Pep Club, Annual Staff, P. O. W. E. R. Incentive, Homecoming Activities, PROM, Who's Who, Rise Move, STEEP, JPTA, or any other school employment program.

## *2. The Second Offense*

*Students who are guilty of fighting for the second offense can or shall be recommended for expulsion.*

*Adopted by the Board-1997*

### 3.96-GUN FREE SCHOOL ACT

The Gun-Free School Act (GFSA) was enacted October 20, 1994, as Title XIV, Part of the ESEA. The GFSA requires ESEA funds to have in effect, by October 20, 1995, a State law requiring LEAs to expel from school for a period of not less than one year, a student who is determined to have brought a weapon to school. Each State's law also must allow the chief administering officer of the LEA to modify the expulsion requirement on a case-by-case basis.

Adopted by the Board-June 29, 2001

### 3.97-ACT 779 OF 1997

-AN ACT TO AMEND A.C.A.) 6-21-609 TO PROTECT THE RIGHTS OF  
NON-SMOKERS ON PROPERTY OWNED OR LEASED BY  
PUBLICATION SCHOOL DISTRICTS.?

Be in enacted by the General Assembly of the State of Arkansas:

SECTION 1. Arkansas Code Annotated )6-21-609 is amended to read  
as follows:

6-21-609. Prohibition against smoking or use of tobacco products.

EXCEPTION:

(a) Smoking or use of tobacco or products containing tobacco in any form or on any property owned or leased by a public school district, including school buses is prohibited.

(b) The school district board of directors for each district may designate an area or areas away from the exposure to any side stream smoke in or on any school property as a smoking area, which shall only be used by teachers, other school personnel, and visiting adults.

(c) Any person violating the provisions of this section shall be guilty of a misdemeanor and, upon conviction thereof, be punished by a fine of not less than \$10 nor more than \$100.

SECTION 2. Codification Clause

SECTION 3. Codification Clause

SECTION 4. Codification Clause

Adopted by the Board: June 29, 1990

### 3.98-STUDENT HEALTH SERVICES

*It shall be the responsibility of the Board of Education, through its school officials, to notify the parents immediately of any child who becomes ill while in school. Other than giving emergency first aid when it is required, teachers may not give an aspirin or any other medication, even when requested by the student.*

*In extreme cases, when the taking of medication is necessary for a child to be able to attend school, a parent may request a teacher or principal to give prescribed medicine based upon written instructions from the physician. The parent shall make this request in writing. Such medication shall be taken to school in properly labeled bottle, which shows the child's name calling and the name of the medication. The first dose of this medicine must be taken at home.*

*In all school accidents, school officials shall notify parents immediately. If the accident is of such nature as to require immediate medical attention, or the service of a doctor when the parent cannot be reached, school officials shall act in loco parentis and do whatever the situation demands. School officials shall make every effort to contact the family physician in the event of an accident. At all times, however, every effort shall be made to contact the parents.*

*Ref.: Ark. Stat. Ann. S80-509*

*Adopted by the Board-March 8, 1990*



3.99-TITLE IX GRIEVANCE PROCEDURE

The Earle School District Board of Education hereby designates:

\_\_\_\_\_

Name Address

\_\_\_\_\_

Telephone Number

Coordinator of the District's efforts to comply with and carry out the District's responsibility in implementing the requirements of Title IX. It is the responsibility of the coordinator to investigate complaints of non-compliance. The Board specifies that complaints must be submitted in writing and shall be signed by the person filing the complaint. The coordinator shall investigate all complaints and provide a written report of findings within a reasonable time. If the individual filing the complaint feels the problem has not been resolved, he/she may appeal to the Superintendent of Schools in writing.

Should the complainant wish to appeal the Superintendent's response, he/she may do so by filing the complaint in writing to the Board of Education, c/o the School Superintendent's Office, P. O. Box 637, Earle, AR 72331. The Board will notify the complainant of the date, time, and place of the hearing, the board will render a decision within a reasonable time and notify the complainant in writing.

Adopted by the Board-March 8, 1990.

#### 4.00-TITLE IX COMPLIANCE POLICY

*It is hereby declared the policy of the Earle School District Board of Education that there will be no discrimination on the basis of sex in the employment practices of the District and/or in any educational program or activity operated by the District as required by the final rules and regulations of Title IX of 1972.*

*Adopted by the Board – March 8, 1990*

4.01-GRIEVANCE PROCEDURE FOR THE HANDICAPPED

The Earle School District Board of Education hereby designates:

\_\_\_\_\_

Name Address

\_\_\_\_\_

Telephone Number

as Coordinator of the District's efforts to comply with and carry out the District's responsibility in implementing the requirements of Section 504 of the Rehabilitation Act of 1973, as amended. It is the responsibility of the coordinator to investigate complaints of non-compliance. The Board specifies that complaints must be submitted in writing and shall be signed by the person filing the complaint. The coordinator shall investigate all complaints and provide a written report of findings within a reasonable time. If the individual filing the complaint feels the problem has not been resolved, he/she may appeal to the Superintendent of Schools in writing. Should the complainant wish to appeal the Superintendent's response, he/she may do so by filing the complaint in writing to the

Board of Education, c/o the School Superintendent's Office,

P. O. Box 637,

Earle, AR 72331.

The Board will notify the complainant of the date, time, and place of the hearing before the Board. Following the hearing, the board will render a decision within a reasonable time and notify the complainant in writing.

*Adopted by the Board-March 8, 1990.*

#### 4.02-EMPLOYMENT CRITERIA

The Board of Education adheres to the policy that the selection, transfer, promotion, demotion, and dismissal of professional personnel in the School District shall be made without regard to race, creed, color, national origin, sex, age, handicap, or other similar personal distinction. The following criteria shall be considered in selecting new professional personnel and in transferring, promoting, demoting, and dismissing professional personnel:

##### 1. Objective Considerations

###### A. Instructional Personnel

###### I. Type of certification

###### II. Number of years of experience

###### 1. In the Teaching profession

2. In the grade, subject, or position which he/she currently teaches or occupies, or, for which he/she is applying

###### 3. In the system

###### III. Degree or degrees held (transcript require

###### IV. Endorsement in subject area

###### 1. Number of hours beyond degree

2. Number of hours voluntary participation in in-service training, workshops, seminars, etc.

## B. Administrative Personnel

In addition to the criteria listed in 1 above, the following criteria shall apply to selection of administration personnel:

1. Number of years of administrative experience:

a. In this district

b. In any other district's

## II. Additional Considerations

A. Past Performance

B. Ability

C. Personality

D. Leadership

E. Vacant positions should be posted in a highly trafficked area in each building.

F. District personnel should be considered for transfer to any vacant position (regular or special services) before the hiring of new personnel.

The Board of Education shall establish procedures by which additional criteria will be implemented.

Ref.: U.S. Const. Amend. XIV. S1; 42 U.S.C. SS2000e-3 to 17 U.S.C. S1681; 29 U.

S.C. S794; 29 U.S.C. S621.

Adopted by the Board- March 8, 1990.

## STUDENTS

### 4.1—RESIDENCE REQUIREMENTS

#### Definitions:

*-Reside? means to be physically present and to maintain a permanent place of abode for an average of no fewer than four (4) calendar days and nights per week for a primary purpose other than school attendance.*

*-Resident? means a student whose parents, legal guardians, persons having legal, lawful control of the student under order of a court, or persons standing in loco parentis reside in the school district.*

*-Residential address? means the physical location where the student's parents, legal guardians, persons having legal, lawful control of the student under order of a court, or persons standing in loco parentis reside. A student may use the residential address of a legal guardian, person having legal, lawful control of the student under order of a court, or person standing in loco parentis only if the student resides at the same residential address and if the guardianship or other legal authority is not granted solely for educational needs or school attendance purposes. The schools of the District shall be open and free through the completion of the secondary program to all persons between the ages of five (5) and twenty one (21) years whose parents, legal guardians, or other persons having lawful control of the person under an order of a court reside within the District, and to all persons between those ages who have been legally transferred to the District for educational purposes.*

Any person eighteen (18) years of age or older may establish a residence separate and apart from his or her parents or guardians for school attendance purposes. In order for a person under the age of eighteen (18) years to establish a residence for the purpose of attending the District's schools separate and apart from his or her parents, guardians, or other persons having lawful control of him or her under an order of a court, the person must actually reside in the District for a primary purpose other than that of school attendance.<sup>2</sup> However, a student previously enrolled in the district who is placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty may continue to attend district schools.<sup>32</sup> A foster child who was previously enrolled in a District school and who has had a change in placement to a residence outside the District, may continue to remain enrolled in his/her current school unless the presiding court rules otherwise.<sup>3</sup> Under instances prescribed in A.C.A. § 6-18-203, a child or ward of an employee of the district or of in the district even though the employee and his/her child or ward reside outside the district.<sup>4</sup>

Cross Reference: Policy 4.40—HOMELESS STUDENTS

Policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN

Legal References: A.C.A. § 6-18-202, A.C.A. § 6-18-203, A.C.A. § 6-27-102, 112, A.C.A. § 9-28-113

Date Adopted: April 2005

Last Revised: June 2012



#### 4.2—ENTRANCE REQUIREMENTS

To enroll in a school in the Earle School District, the child must be a resident of the District as defined in District policy (4.1—RESIDENCE REQUIREMENTS), meet the criteria outlined in policy 4.40—HOMELESS STUDENTS or in policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN, be accepted as a transfer student under the provisions of policy 4.4, or participate under a school choice option and submit the required paperwork as required by the choice option.

Students may enter kindergarten if they will attain the age of five (5) on or before August 1 of the year in which they are seeking initial enrollment. Any student who has been enrolled in a state-accredited or state-approved kindergarten program in another state for at least sixty (60) days, who will become five (5) years old during the year in which he/she is enrolled in kindergarten, and who meets the basic residency requirement for school attendance may be enrolled in kindergarten upon written request to the District.

Any child who will be six (6) years of age on or before October 1 of the school year of enrollment and who has not completed a state-accredited kindergarten program shall be evaluated by the district and may be placed in the first grade if the results of the evaluation justify placement in the first grade and the child's parent or legal guardian agrees with placement in the first grade; otherwise the child shall be placed in kindergarten.

Any child may enter first grade in a District school if the child will attain the age of six (6) years during the school year in which the child is seeking enrollment and the child has successfully

completed a kindergarten program in a public school in Arkansas. Any child who has been enrolled in the first grade in a state-accredited or state-approved elementary school in another state for a period of at least sixty (60) days, who will become age six (6) years during the school year in which he/she is enrolled in grade one (1), and who meets the basic residency requirements for school attendance may be enrolled in the first grade. Students who move into the District from an accredited school shall be assigned to the same grade as they were attending in their previous school (mid-year transfers) or as they would have been assigned in their previous school. Home-schooled students shall be evaluated by the District to determine their appropriate grade placement.

The district shall make no attempt to ascertain the immigration status, legal or illegal, of any student or his/her parent or legal guardian presenting for enrollment.<sup>1</sup>

Prior to the child's admission to a District school:<sup>2</sup>

- The parent, guardian, or other responsible person shall furnish the child's social security number,

or if they request, the district will assign the child a nine (9) digit number designated by the department of education.

-The parent, guardian, or other responsible person shall provide the district with one (1) of the following documents indicating the child's age:

\*A birth certificate;

\*A statement by the local registrar or a county recorder certifying the child's date of birth;

\*An attested baptismal certificate;

\*A passport;

*\*An affidavit of the date and place of birth by the child's parent or guardian;*

*\*United States military identification; or*

*\*Previous school records.*

*\*The parent, guardian, or other responsible person shall indicate on school registration forms whether the child has been expelled from school in any other school district or is a party to an expulsion proceeding.<sup>3</sup>*

*- The child shall be age appropriately immunized from poliomyelitis, diphtheria, tetanus, pertussis, red (rubeola) measles, rubella, and other diseases as designated by the State Board of Health, or have an exemption issued by the Arkansas Department of Health. Proof of immunization shall be by a certificate of a licensed physician or a public health department acknowledging the immunization. Exemptions are also possible on an annual basis for religious reasons from the Arkansas Department of Health.<sup>4</sup> To continue such exemptions, they must be renewed at the beginning of each school year.*

*A child enrolling in a district school and living in the household of a person on active military duty has 30 days to receive his/her initial required immunizations and 12 months to be up to date on the required immunizations for the student's age.*

*A student enrolled in the District who has an immunization exemption may be removed from school during an outbreak of the disease for which the student is not vaccinated at the discretion of the Arkansas Department of Health. The student may not return to the school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health. Cross References:*

4.1—RESIDENCE REQUIREMENTS

4.4—STUDENT TRANSFERS

4.5—SCHOOL CHOICE

4.34—COMMUNICABLE DISEASES AND PARASITES

4.40—HOMELESS STUDENTS

Legal References: A.C.A. § 6-18-201 (c), A.C.A. § 6-18-207, A.C.A. § 6-18-208, A.C.A. § 6-18-702, A.C.A. § 6-15-504 (f), A.C.A. § 6-27-102, 105, A.C.A. § 9-28-113, Plyler v Doe 457 US 202,221 (1982),

*Date Adopted: April 2005*

*Last Revised: June 2012*

#### 4.3—COMPULSORY ATTENDANCE REQUIREMENTS

Every parent, guardian, or other person having custody or charge of any child age five (5) through seventeen (17) years on or before August 1 of that year who resides, as defined by policy (4.1—RESIDENCE REQUIREMENTS), within the District shall enroll and send the child to a District school with the following exceptions.

\*The child is enrolled in private or parochial school.

\*The child is being home-schooled and the conditions of policy (4.6—HOME SCHOOLING) have been met.

\*The child will not be age six (6) on or before August 15 of that particular school year and the parent, guardian, or other person having custody or charge of the child elects not to have him/her attend kindergarten. A kindergarten waiver form prescribed by regulation of the Department of Education must be signed and on file with the District administrative office.

\*The child has received a high school diploma or its equivalent as determined by the State Board of Education.

\*The child is age sixteen (16) or above and is enrolled in a post-secondary vocational-technical institution, a community college, or a two-year or four-year institution of higher education.

\*The child is age sixteen (16) or seventeen (17) and has met the requirements to enroll in an adult education program as defined by A.C.A. § 6-18-201 (b).

Legal Reference: A.C.A. § 6-18-201 A.C.A. § 6-18-207

Date Adopted: April 2006

Last Revised: June 2011

#### 4.4—STUDENT TRANSFERS

The Earle District shall review and accept or reject requests for transfers, both into and out of the district, on a case by case basis at the July and December regularly scheduled board meetings.<sup>1</sup>

The District may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms, exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school.<sup>2</sup> The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation.

Any student transferring from a school accredited by the Department of Education to a school in this district shall be placed into the same grade the student would have been in had the student remained at the former school.

Any student transferring from home school or a school that is not accredited by the Department of Education to a District school shall be evaluated by District staff to determine the student's appropriate grade placement.

The Board of Education reserves the right, after a hearing before the Board, not to allow any person who has been expelled from another district to enroll as a student until the time of the person's expulsion has expired.

Except as otherwise required or permitted by law,<sup>3</sup> the responsibility for transportation of any nonresident student admitted to a school in this District shall be borne by the student or the student's parents. The District and the resident district may enter into a written agreement with the student or student's parents to provide transportation to or from the District, or both.

Legal References: A.C.A. § 6-18-316

A.C.A. § 6-18-510

A.C.A. § 6-15-504 (f)

A.C.A. § 9-28-113(b)(4)

State Board of Education Standards of Accreditation 12.05

Date Adopted: April 2005

Last Revised: June 2011

#### 4.5—SCHOOL CHOICE

##### *Standard School Choice*

*The superintendent will consider all applications for School Choice postmarked not later than the July<sup>1</sup> preceding the fall semester the applicant would begin school in the District. The superintendent shall notify the parent or guardian and the student's resident district, in writing, of the decision to accept or reject the application within 30 days of its receipt of the application.<sup>1</sup>*

*The District shall advertise in appropriate print and broadcast media to inform students and parents in adjoining districts of the range of possible openings available under the School Choice program. The public pronouncements shall state the application deadline and the requirements and procedure for participation in the program. Such pronouncements shall be made in the spring, but in no case later than June first.<sup>2</sup>*

*When considering applications, priority will be given to applications from siblings or step siblings residing in the same residence or household of students already attending the District through school choice. The District may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms, exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school.<sup>3</sup>*



The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation. Letters of rejection shall state the reason(s) for the rejection.<sup>4</sup>

The Board of Directors reserves the right, after a hearing before the board, not to allow any person who is currently under expulsion from another district to enroll in a District school.<sup>5</sup>

Students admitted under this policy shall be entitled to continued enrollment until they graduate or are no longer eligible for enrollment in the District's schools.<sup>6</sup> Any student admitted to this district under the provisions of this policy who chooses to return to his/her resident district during the school year voids the transfer and must reapply for a school choice admission if desiring to return to this district in the future.

### Opportunity School Choice

Unless there is a lack of capacity at the District's school or the transfer conflicts with the provisions of a federal desegregation order applicable to the District, a student who is eligible for transfer from a school identified as a category level 1 school under A.C.A. § 6-15-2103(c)(1) may enroll in a the District's school closest to the student's legal residence that has a performance category level 3 or higher as defined by A.C.A. § 6-15-2103(a) provided the student's parent or guardian, or the student if over the age of eighteen (18), has successfully completed the necessary application process by July 30 preceding the year of desired enrollment.

If the District rejects the application, the District shall state in the notification letter the specific reasons for the rejection.<sup>7</sup>

For the purposes of this section of the policy, a -lack of capacity? is defined as when the receiving school has reached the maximum student-to-teacher ratio allowed under federal, or state law, the Rules for the Standards of Accreditation, or other applicable rules.<sup>7</sup> There is a lack of capacity if, as of the date of the application for opportunity school choice, ninety-five percent (95%) or more of the seats at the grade level at the nonresident school are filled.

A student's enrollment under the opportunity school choice provision is irrevocable for the duration of the school year and is renewable until the student completes high school or is beyond the legal age of enrollment.

The Earle School District may provide transportation to and from the transferring district. If a District school has been identified as a category 1 school under A.C.A. § 6-15-2103(c)(1), the District shall request public service announcements to be made over the broadcast media and in the print media at such times and in such a manner as to inform parents or guardians of students in adjoining districts of the availability of the program, the application deadline, and the requirements and procedure for nonresident students to participate in the program.

Notes:

1 Your decision regarding acceptance must be made within 30 days of receipt of the application. You may not hold back slots for students who may possibly move into your district during the summer. Your decision must be made on the basis of your available capacity at the time you make your decision.

2 The statute does not stipulate a date, but merely requires the announcements be made -at such times? as is necessary to inform the parents and guardians of the program. You can use your public notifications to weed out applications for which you do not have availability by stating what grades you have openings in and what races are eligible to the extent applicable.

3 Your application of -capacity? needs to be consistent in order to avoid potential exposure to liability for unlawful discrimination against disabled persons. You may refuse to accept the transfer of a student whose acceptance would necessitate the hiring of an aide, interpreter, or other additional staff member, but if you do so, you must do so in all instances where hiring additional staff would be required.

4 Your decision to accept or reject an application may not be based on the student's previous academic achievement, athletic or other extracurricular ability, English proficiency level, handicapping conditions (except as provided in 2), or previous disciplinary proceedings other than a current expulsion.

5 You are required to hold a hearing. It is possible that the expulsion was for a disciplinary infraction that does not result in expulsion in your district; if you chose, you could allow the student to enroll in the coming semester. Even in this situation, however, you could also choose to not admit the student under school choice.

6 You can choose to make students re-apply each year, but the requirement would have to be applied equally to all students enrolled under this policy. The conditions of renewal must be stated in your letter of acceptance of the student's application.

Please note that if you choose to require annual reapplications, there is the possibility the evaluation of the -capacity? factors discussed in footnote #3 and A.C.A. § 6-18-206(b)(2)(A) may have changed relative to the student reapplying. For example, a student who required no aide when previously accepted may have developed a circumstance while enrolled in your district requiring the hiring of an aide. This would negate your ability refuse to re-accept the student on the basis of having to hire an aide because you already have had to do so. Please keep this in mind if you choose to adopt our following suggested replacement language. If you choose to require annual choice, replace the paragraph currently in the policy with the following:

Students admitted under this policy shall be required to reapply each subsequent year they desire to remain in our district. Acceptance/denial shall be based on the criteria established by policy and law in effect at the time of application. Additionally, acceptance shall be based on the acceptance date of the first continuous year of school choice admission; i.e. students will be accepted in the order they were accepted for the first non-interrupted year of school choice attendance in the district.

Any student admitted to this district under the provisions of this policy who chooses to return to his/her resident district during the school year voids the transfer and must reapply for a

schoolchoice admission if desiring to return to this district in the future. The student or his/her parents may appeal to the State Board a decision to deny admission.

7 Currently, sending districts are required to spend up to \$400/year to transport the student. The statute and the Rules are unclear. They both state that receiving districts may transport opportunity choice students, but sending districts shall pay up to \$400/year to transport the student. The policy's language makes no attempt to settle the discrepancy. In the instance of an intra district transfer, the district is still responsible for transporting the student to the same extent as it would transport a non-choice student.

Legal References: A.C.A. § 6-15-2103, A.C.A. § 6-18-206, A.C.A. § 6-18-227, A.C.A. § 6-18-510 ADE  
Rules Governing the Guidelines, Procedures and Enforcement of the  
Arkansas Opportunity Public School Choice Act

Date Adopted: April 2005

Last Revised: June 2012

#### 4.6—HOME SCHOOLING

Parents or legal guardians desiring to provide a home school for their children must give written notice to the Superintendent of their intent to do so and sign a waiver acknowledging that the State of Arkansas is not liable for the education of their children during the time the parents choose to home school.

Notice shall be given:

*\*At the beginning of each school year, but no later than August 15;*

*\*By December 15 for parents who decide to start home schooling at the beginning of the spring semester; or*

*\*Fourteen (14) calendar days prior to withdrawing the child (provided the student is not currently under disciplinary action for violation of any written school policy, including, but not limited to, excessive absences) and at the beginning of each school year thereafter.*

*\*The parents or legal guardians shall deliver written notice in person to the Superintendent the first time such notice is given and the notice must include:*

*\*The name, date of birth, grade level, and the name and address of the school last attended, if any;*

*\*The location of the home school;*

*\*The basic core curriculum to be offered;*

*\*The proposed schedule of instruction; and*

*\*The qualifications of the parent-teacher.*

*\*To aid the District in providing a free and appropriate public education to students in need of special education services, the parents or legal guardians home-schooling their children shall provide information which might indicate the need for special education services.*

Legal References: A.C.A. § 6-15-503

A.C.A. § 6-41-206

Date Adopted: April 2005

Last Revised: June 2012

#### 4.7—ABSENCES

If any student's Individual Education Program (IEP) or 504 Plan conflicts with this policy, the requirements of the student's IEP or 504 Plan take precedence.

Education is more than the grades students receive in their courses. Important as that is, students'

regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement. In recognition of the need for students to regularly attend school, the district's policy governing student absences is as follows.

Students shall not be absent, as defined in this policy more than eight (8) days in a semester.

When a student has four (4) absences, his/her parent, guardian, or person in loco parentis shall be notified that the student has missed half the allowable days for the semester.<sup>2</sup> Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.

Whenever a student exceeds eight (8) absences in a semester, the District shall notify the prosecuting authority and the parent, guardian, or person in loco parentis shall be subject to a civil penalty as prescribed by law.<sup>2</sup>



Students with ten (10) absences in a course in a semester shall not receive credit for that course.<sup>3</sup> If the student fails to receive credit for a sufficient number of courses and at the discretion of the principal after consultation with persons having knowledge of the circumstances of the absences, the student may be denied promotion or graduation. Excessive absences, however, shall not be a reason for expulsion or dismissal of a student.

It is the Arkansas General Assembly's intention that students having excessive absences due to illness, accident, or other unavoidable reason be given assistance in obtaining credit for their courses. Therefore, at any time prior to when a student exceeds the number of allowable absences (unless unable to do so due to unforeseen circumstances), the student, or his/her parent, guardian, or person in loco parentis may petition the school or district's administration for special arrangements to address the student's absences. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent, guardian, or person in loco parentis, and the school or district administrator or designee.<sup>4</sup>

Unless a student's excessive absence is due to an unforeseen circumstance, the District will not accept a doctor's note for a student's excessive absence. Days missed due to in-school or out-of-school suspension shall not count toward the allowable number of days absent.<sup>5</sup>

## *Additional Absences*

*Additional absences that are not charged against the allowable number of absences are those where the student was on official school business or when the absence was due to one of the following reasons and the student brings a written statement upon his/her return to school from the parent, guardian, person in loco parentis, or appropriate government agency stating such reason:*

- 1. To participate in an FFA, FHA, or 4-H sanctioned activity;*
- 2. To participate in the election poll workers program for high school students;*
- 3. To serve as a page for a member of the General Assembly;*
- 4. To visit his/her parent or legal guardian who is a member of the military and been called to active duty, is on leave from active duty, or has returned from deployment to a combat zone or combat support posting; and*
- 5. For purposes pre-approved by the school administration such as visiting prospective colleges, to obey a subpoena, or to attend at an appointment with a government agency ;*
- 6. Due to the student having been sent home from school due to illness.*

*The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the code.*

*Applicants for an instruction permit or for a driver's license by persons less than eighteen (18) years old on October 1 of any year are required to provide proof of a high school diploma or enrollment and regular attendance in an adult education program or a public, private, or parochial school prior to receiving an instruction permit. To be issued a driver's license, a student enrolled in school shall present proof of a C- average for the previous semester or similar equivalent grading period for which grades are reported as part of the student's permanent record.*

Cross References: 4.8—MAKE-UP WORK

4.30—SUSPENSION FROM SCHOOL

5.19—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

5.19.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References: A.C.A. § 6-18-209, A.C.A. § 6-18-220, A.C.A. § 6-18-222, A.C.A. § 6-18-229, A.C.A. § 6-27-113, A.C.A. § 7-4-116, A.C.A. § 27-16-701

Date Adopted: April 2005

Last Revised: June 2012

#### 4.8—MAKE-UP WORK

Students who miss school due to an absence shall be allowed to make up the work they missed during their absence under the following rules.<sup>1</sup>

1. Students are responsible for asking the teachers of the classes they missed what assignments they need to make up.<sup>12</sup>

2. Teachers are responsible for providing the missed assignments when asked by a returning student.<sup>2</sup>

3. Students are required to ask for their assignments on their first day back at school or their first class day after their return.<sup>2</sup>

4. Make-up tests are to be rescheduled at the discretion of the teacher, but must be aligned with the schedule of the missed work to be made up.

5. Students shall have one class day to make up their work for each class day they are absent.<sup>3</sup>

6. Make-up work which is not turned in within the make-up schedule for that assignment shall receive a zero.<sup>34</sup>

7. Students are responsible for turning in their make-up work without the teacher having to ask for it.<sup>2</sup>

8. Students who are absent on the day their make-up work is due must turn in their work the day they return to school whether or not the class for which the work is due meets the day of their return.

9. As required/permitted by the student's Individual Education Program or 504 Plan.

*Work may not be made up for credit for absences in excess of the number of allowable absences in a semester unless the absences are part of a signed agreement as permitted by policy 4.7—*  
ABSENCES.45

Cross Reference: 4.7—ABSENCES

Date Adopted: April 2005

Last Revised: June 2012

#### 4.9—TARDIES

*Promptness is an important character trait that District staffs are encouraged to model and help develop in our schools' students. At the same time, promptness is the responsibility of each student. Students who are late to class show a disregard for both the teacher and their classmates which compromises potential student achievement.*

*Date Adopted: April 2005*

*Last Revised:*

#### 4.10—CLOSED CAMPUS

*All schools in the Earle School District shall operate closed campuses. Students are required to stay on campus from their arrival until dismissal at the end of the regular school day unless given permission to leave the campus by a school official. Students must sign out in the office upon their departure.*

Date Adopted: April 2005

Last Revised: June 2012

#### 4.11—EQUAL EDUCATIONAL OPPORTUNITY

No student in the Earle School District shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District.

Date Adopted: April 2005

Last Revised:



#### 4.12—STUDENT ORGANIZATIONS/EQUAL ACCESS

Non-curriculum-related secondary school student organizations wishing to conduct meetings on school premises during non instructional time shall not be denied equal access on the basis of the religious, political, philosophical, or other content of the speech at such meetings. Such meetings must meet the following criteria.

1. The meeting is to be voluntary and student initiated;
2. There is no sponsorship of the meeting by the school, the government, or its agents or employees;
3. The meeting must occur during non instructional time;
4. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
5. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
6. Non-school persons may not direct, conduct, control, or regularly attend activities of student groups. All meetings held on school premises must be scheduled and approved by the principal. The school, its agents, and employees retain the authority to maintain order and discipline, to protect the well being of students and faculty, and to assure that attendance of students at meetings is voluntary.

Fraternities, sororities, and secret societies are forbidden in the District's schools. Membership to student organizations shall not be by a vote of the organization's members, nor be restricted by the student's race, religion, sex, national origin, or other arbitrary criteria. Hazing, as

*defined by law, is forbidden in connection with initiation into, or affiliation with, any student organization, extracurricular activity or sport program.*

Legal References: A.C.A. § 6-5-201 et seq.

A.C.A. § 6-21-201 et seq.

20 U.S.C. 4071 Equal Access Act

Board of Education of the Westside Community Schools v. Mergens, 496 U.S.

226 (1990)

A.C.A. § 6-18-601 et seq.

Date Adopted: April 2005

Last Revised: June 2011

#### 4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION

Except when a court order regarding a student has been presented to the district to the contrary, all students' education records are available for inspection and copying by the parent of his/her student who is under the age of eighteen (18). At the age of eighteen (18), the right to inspect and copy a student's records transfers to the student. A student's parent or the student, if over the age of 18, requesting to review the student's education records will be allowed to do so within no more than forty five (45) days<sup>1</sup> of the request. The district forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

The district shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The District shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information (hereinafter "PII") from the education records of each student. Disclosure of education records is authorized by law to school officials with legitimate educational interests. A personal record kept by a school staff member is not considered an education record if it meets the following tests.

1. it is in the sole possession of the individual who made it;
2. it is used only as a personal memory aid; and
3. information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute.

For the purposes of this policy a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For the purposes of this policy a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office. The District discloses PII from an education record to appropriate parties, including parents, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The superintendent or designee shall determine who will have access to and the responsibility for disclosing information in emergency situations.

When deciding whether to release PII in a health or safety emergency, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.<sup>2</sup>

For purposes of this policy, the Earle School District does not distinguish between a custodial and noncustodial parent, or a non-parent such as a person acting in loco parentis or a foster parent with respect to gaining access to a student's records. Unless a court order restricting such access has been presented to the district to the contrary, the fact of a person's status as parent or guardian, alone, enables that parent or guardian to review and copy his child's records.

If there exists a court order which directs that a parent not have access to a student or his records, the parent, guardian, person acting in loco parentis, or an agent of the Department of Human Services must present a file-marked copy of such order to the building principal and the superintendent. The school will make good-faith efforts to act in accordance with such court order, but the failure to do so does not impose legal liability upon the school. The actual responsibility for enforcement of such court orders rests with the parents or guardians, their attorneys and the court which issued the order.

A parent or guardian does not have the right to remove any material from a student's records, but such parent or guardian may challenge the accuracy of a record. The right to challenge the accuracy of a record does not include the right to dispute a grade, which must be done only through the appropriate teacher and/or administrator, the decision of whom is final. A challenge to the accuracy of material contained in a student's file must be initiated with the building principal, with an appeal available to the Superintendent or his designee. The challenge shall clearly identify the part of the student's record the parent wants changed and specify why he/she believes it is inaccurate or misleading. If the school determines not to amend the record as requested, the school will notify the requesting parent or student of the decision

and inform them of their right to a hearing regarding the request for amending the record. The parent or eligible student will be provided information regarding the hearing procedure when notified of the right to a hearing.<sup>3</sup>

Unless the parent or guardian of a student (or student, if above the age of eighteen [18]) objects, "directory information" about a student may be made available to the public, military recruiters, post-secondary educational institutions, prospective employers of those students, as well as school publications such as annual yearbooks and graduation announcements.<sup>4</sup> -

Directory information? includes, but is not limited to, a student's name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance, 45 his/her placement on the honor role (or the receipt of other types of honors), as well as his/her participation in school clubs and extracurricular activities, among others.

If the student participates in inherently public activities (for example, basketball, football, or other interscholastic activities), the publication of such information will be beyond the control of the District. "Directory information" also includes a student identification (ID) number, user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems and a student ID number or other unique personal identifier that is displayed on a student's ID badge, provided the ID cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user, a student's name and photograph

will only be displayed on the district or school's web page(s) after receiving the written permission from the student's parent or student if over the age of 18.

The form for objecting to making directory information available is located in the back of the student handbook and must be completed and signed by the parent or age-eligible student and filed with the building principal's office no later than ten (10) school days after the beginning of each school year or the date the student is enrolled for school. Failure to file an objection by that time is considered a specific grant of permission. The district is required to continue to honor any signed-opt out form for any student no longer in attendance at the district.

The right to opt out of the disclosure of directory information under FERPA does not prevent the District from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled.<sup>6</sup>

Parents and students over the age of 18 who believe the district has failed to comply with the requirements for the lawful release of student records may file a complaint with the U.S.

Department of Education at  
Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

Notes: Districts must annually notify parents or students if over the age of 18 of the provisions of this policy and -...shall effectively notify parents who have a primary or home language other than English.? (34 CFR 99.7(b)(2) Districts may release directory information (DI) (as presently defined by the district) of former students to the extent there is not a signed prohibition against such release.

As the definition of DI changes over time (for example, the addition of email addresses to the definition of DI), districts may release DI according to the current definition. It also applies to the release of information that is now defined as DI for students who left the district prior to 1974, when there was no such thing as DI.

As stated in this policy, once a student turns 18, the rights to his/her educational records transfers to the student. The release of educational records to a parent becomes permissive and not a right. At that point, the school gets to decide if it wants to release educational records to parents. The student, however, doesn't have the right to object one way or the other. If the parents don't establish dependency, once the student turns 18, the parents don't have an absolute right to see their student's educational records.

-Dependency? in this regard is defined according to the IRS; if the student is claimed by either of their parents (regardless of custody issues, or filing jointly or separately) as a dependent, then the rights of the parent once the student turns 18 is as described. Without dependency, the parents have no right to see their student's educational records once the student turns 18.



There are several areas of permissible release of students' PII that are not mentioned in this policy (it's not required and would make the policy very long), but that are listed in 34 CFR 99.31. One of the areas that has been greatly elaborated on in the DOE Rules, released 12/2/11, relates to the district's release of PII to an "authorized representative" for the purpose conducting an audit or evaluation of federal or state education programs. This new area is covered in 34 CFR 99.35. Both documents are available by calling the ASBA office and requesting a copy. They could come in handy when answering parents' questions regarding the release of PII.

<sup>1</sup> You may choose a lesser number of days, but you may not exceed 45 days.

<sup>2</sup> This paragraph along with the preceding paragraph are added (and permitted) due to the amendments in the Code of Federal Regulations resulting from the Virginia Tech shootings in 2007. The paragraph can also apply to the release of PII to state health officials during outbreaks of communicable diseases. This would apply, for example, to immunization records to determine which students need to be removed from the school.

(See Policy 4.34).

<sup>3</sup> The requirements for conducting a hearing are addressed in 34 CFR 99.22. The district's obligations regarding the results of the hearing are covered in 34 CFR 99.21.

Both are available by calling the ASBA office and requesting a copy.

<sup>4</sup> The 12/2/11 DOE Rules now provide districts with the option of greater specificity in choosing to whom it will release DI. ASBA has not amended the model policy to include this expanded option because we feel it can result in unintentional restrictions for desired release of

DI. The following is the language from 34 CFR 99.37 governing this option.

In its public notice to parents and eligible students in attendance, ... an educational agency or institution may specify that disclosure of directory information will be limited to specific parties, for specific purposes, or both. When an educational agency or institution specifies that disclosure of directory information will be limited to specific parties, for specific purposes, or both, the educational agency or institution must limit its directory information disclosures to those specified in its public notice.

5 Dates of attendance means the period of time during which a student attends or attended your district, e.g. an academic year or semester. It does not mean specific daily records of attendance.

6 This paragraph is language from the amended 34 CFR 99.37 and is included to help eliminate the potential problem of a student (who is in a class where the student really doesn't want to be - for example JAG), who has opted out of release of DI, refusing to give the information necessary for the class.

Legal References: A.C.A. § 9-29-113(b)(6)

20 U.S.C. § 1232g, 20 U.S.C. § 7908 (NCLB Section 9528), 34 CFR 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34, 99.35,, 99.36, 99.37, 99.63, 99.64, Cross References: Policy 4.34—

Communicable Diseases and Parasites

Policy 5.20—District Web Site

Policy 5.20.1—Web Site Privacy Policy

Policy 5.20F1—Permission to Display Photo of Student on Web Site

Date Adopted: April 2005

Last Revised: June 2012

4.13F—OBJECTION TO PUBLICATION OF DIRECTORY INFORMATION

(Not to be filed if the parent/student has no objection)

I, the undersigned, being a parent of a student, or a student eighteen (18) years of age or older, hereby note my objection to the disclosure or publication by the Earle School District of directory

information, as defined in Policy No. 4.13 (Privacy of Students' Records), concerning the student named below. The district is required to continue to honor any signed opt-out form for any student no longer in attendance at the district.

I understand that the participation by the below-named student in any interscholastic activity, including athletics and school clubs, may make the publication of some directory information unavoidable, and the publication of such information in other forms, such as telephone directories, church directories, *etc.*, is not within the control of the District.

I understand that this form must be filed with the office of the appropriate building principal within ten (10) school days from the beginning of the current school year or the date the student is enrolled for school in order for the District to be bound by this objection. Failure to file this form within that time is a specific grant of permission to publish such information.

I object and wish to deny the disclosure or publication of directory information as follows:

Deny disclosure to military recruiters \_\_\_

Deny disclosure to Institutions of post secondary education \_\_\_

Deny disclosure to Potential employers \_\_\_

Deny disclosure to all public and school sources \_\_\_

Selecting this option will prohibit the release of directory information to the three categories listed above along with all other public sources (such as newspapers), AND result in the student's directory information not being included in the school's yearbook and other school publications.

Deny disclosure to all public sources \_\_\_

Selecting this option will prohibit the release of directory information to the first three categories listed above along with all other public sources (such as newspapers), but permit the student's directory information to be included in the school's yearbook and other school publications.

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)

*Note: your district does not have to include the separate options listed on this form, but students do have the right to opt out of either category separately.*

#### 4.14—STUDENT PUBLICATIONS AND THE DISTRIBUTION OF LITERATURE

##### Student Publications

All publications that are supported financially by the school or by use of school facilities, or are produced in conjunction with a class shall be considered school-sponsored publications. School publications do not provide a forum for public expression. Such publications, as well as the content of student expression in school-sponsored activities, shall be subject to the editorial control of the District's administration whose actions shall be reasonably related to legitimate pedagogical concerns and adhere to the following limitations.

1. Advertising may be accepted for publications that does not condone or promote products that are inappropriate for the age and maturity of the audience or that endorses such things as tobacco, alcohol, or drugs.
2. Publications may be regulated to prohibit writings which are, in the opinion of the appropriate teacher and/or administrator, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
3. Publications may be regulated to refuse to publish material which might reasonably be perceived to advocate drug or alcohol use, irresponsible sex, or conduct otherwise inconsistent with the shared values of a civilized social order, or to associate the school with any position other than neutrality on matters of political controversy.

4. Prohibited publications include:

\*Those that are obscene as to minors;

\*Those that are libelous or slanderous, including material containing defamatory falsehoods about public figures or governmental officials, which are made with knowledge of their falsity or reckless disregard of the truth;

\*Those that constitute an unwarranted invasion of privacy as defined by state law,

\*Publications that suggest or urge the commission of unlawful acts on the school premises;

\*Publications which suggest or urge the violation of lawful school regulations;

\*Hate literature that scurrilously attacks ethnic, religious, or racial groups.

\*Student Publications on School Web Pages

Student publications that are displayed on school web pages shall follow the same guidelines as listed above plus they shall

1. Not contain any non-educational advertisements. Additionally, student web publications shall;

2. Adhere to the restrictions regarding use of Directory Information as prescribed in Policy 4.13 including not using a student's photograph when associated with the student's name unless written permission has been received from the student's parent or student if over the age of 18.

3. State that the views expressed are not necessarily those of the School Board or the employees of the district.



## Student Distribution of Non school Literature, Publications, and Materials

A student or group of students who distribute ten (10) or fewer copies of the same non school literature, publications, or materials (hereinafter -non school materials?), shall do so in a time, place, and manner that does not cause a substantial disruption of the orderly education environment. A student or group of students wishing to distribute more than ten (10) copies of non school materials shall have school authorities<sup>2</sup> review their non school materials at least three (3) school days<sup>3</sup> in advance of their desired time of dissemination. School authorities shall review the non school materials, prior to their distribution and will bar from distribution those non school materials that are obscene, libelous, pervasively indecent, or advertise unlawful products or services. Material may also be barred from distribution if there is evidence that reasonably supports a forecast that a substantial disruption of the orderly operation of the school or educational environment will likely result from the distribution.<sup>4</sup> Concerns related to any denial of distribution by the principal shall be heard by the superintendent, whose decision shall be final. The school principal or designee shall establish reasonable regulations governing the time, place, and manner of student distribution of non school materials.

The regulations shall:

- \*Be narrowly drawn to promote orderly administration of school activities by preventing disruption and may not be designed to stifle expression;
- \*Be uniformly applied to all forms of non school materials;
- \*Allow no interference with classes or school activities;

- \*Specify times, places, and manner where distribution may and may not occur<sup>5</sup>; and
- \*Not inhibit a person's right to accept or reject any literature distributed in accordance with the regulations.<sup>6</sup>
- \*Students shall be responsible for the removal of excess literature that is left at the distribution point for more than \_\_ days.<sup>7</sup>
- \*The Superintendent, along with the student publications advisors, shall develop administrative regulations for the implementation of this policy. The regulations shall include definitions of terms and time-lines for the review of materials.

Legal References: A.C.A. § 6-18-1202, 1203, & 1204

*Tinker v. Des Moines ISD*, 393 U.S. 503 (1969)

*Bethel School District No. 403 v. Fraser*, 478 U.S. 675 (1986)

*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)

Date Adopted: April 2005

Last Revised:

#### 4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL

##### CONTACT BY PARENTS

Parents wishing to speak to their children during the school day shall register first with the office.

##### CONTACT BY NON-CUSTODIAL PARENTS

If there is any question concerning the legal custody of the student, the custodial parent shall present documentation to the principal or his/her designee establishing the parent's custody of the student. It shall be the responsibility of the custodial parent to make any court ordered -no contact? or other restrictions regarding the non-custodial parent known to the principal by presenting a copy of a file marked court order. Without such a court order on file, the school will release the child to either of his/her parents. Non-custodial parents who file with the principal a date-stamped copy of current court orders granting visitation may eat lunch, volunteer in their child's classroom, or otherwise have contact with their child during school hours and the prior approval of the school's principal. Such contact is subject to the limitations outlined in Policy 4.16, Policy 6.5, and any other policies that may apply.

Unless prior arrangements have been made with the school's principal, Arkansas law provides that the transfer of a child between his/her custodial parent and non-custodial parent, when both parents are present, shall not take place on the school's property on normal school days during normal hours of school operation.

## CONTACT BY LAW ENFORCEMENT, SOCIAL SERVICES, OR BY COURT ORDER

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Department of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a 72-hour hold ? without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis identified on student enrollment forms.

The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, custodian, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law

enforcement officer, an investigator of the Crimes Against Children Division of the Department of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge.

Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency.

If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours telephone number.

Legal References: A.C.A. § 6-18-513, A.C.A. § 9-13-104, A.C.A. § 12-18-609, 610, 613

A.C.A. § 12-18-1001, 1005

Date Adopted: April 2005

Last Revised: June 2011

#### 4.16—STUDENT VISITORS

*The board strongly believes that the purpose of school is for learning. Social visitors, generally, disrupt the classroom and interfere with learning that should be taking place. Therefore, visiting with students at school is strongly discouraged, unless approved by the principal and scheduled in advance. This includes visits made by former students, friends, and/or relatives of teachers or students. Any visitation to the classroom shall be allowed only with the permission of the school principal and all visitors must first register at the office.*

*Cross References: For adult visits see Policy 4.15—CONTACT WITH STUDENTS WHILE AT SCHOOL and Policy 6.5—VISITORS TO THE SCHOOLS*

*Date Adopted: April 2005*

*Last Revised: August 2005*

#### 4.17—STUDENT DISCIPLINE

The Earle Board of Education has a responsibility to protect the health, safety, and welfare of the District's students and employees. To help maintain a safe environment conducive to high student achievement, the Board establishes policies necessary to regulate student behavior to promote an orderly school environment that is respectful of the rights of others and ensures the uniform enforcement of student discipline. Students are responsible for their conduct that occurs: at any time on the school grounds; off school grounds at a school sponsored function, activity, or event; going to and from school or a school activity.

The District's administrators may also take disciplinary action against a student for off-campus conduct occurring at any time that would have a detrimental impact on school discipline, the educational environment, or the welfare of the students and/or staff. A student who has committed a criminal act while off campus and whose presence on campus could cause a substantial disruption to school or endanger the welfare of other students or staff is subject to disciplinary action up to and including expulsion. Such acts could include, but are not limited to a felony or an act that would be considered a felony if committed by an adult, an assault or battery, drug law violations, or sexual misconduct of a serious nature. Any disciplinary action pursued by the District shall be in accordance with the student's appropriate due process rights.

The District's personnel policy committee shall review the student discipline policies annually and may recommend changes in the policies to the Earle School Board. The Board shall approve any changes to student discipline policies. The District's student discipline policies shall be distributed to each student during the first week of school each year and to new students upon their enrollment. Each student's parent or legal guardian shall sign and return to the school an acknowledgment form documenting that they have received the policies.

It is required by law that the principal or the person in charge report to the police any incidents the person has personal knowledge of or has received information leading to a reasonable belief that a person has committed or threatened to commit an act of violence or any crime involving a deadly weapon on school property or while under school supervision. If the person making the report is not the Superintendent, that person shall also inform the Superintendent of the incident. Additionally, the principal shall inform any school employee or other person who initially reported the incident that a report has been made to the appropriate law enforcement agency. The Superintendent or designee shall inform the Board of Directors of any such report made to law enforcement.

Legal References: A.C.A. § 6-18-502, A.C.A. § 6-17-113

Date Adopted: April 2005

Last Revised: June 2012



#### 4.18—PROHIBITED CONDUCT

Students and staff require a safe and orderly learning environment that is conducive to high student achievement. Certain student behaviors are unacceptable in such an environment and are hereby prohibited by the Board. Prohibited behaviors include, but shall not be limited to the following.

- \*Disrespect for school employees and failing to comply with their reasonable directions or otherwise demonstrating insubordination;*
- \*Disruptive behavior that interferes with orderly school operations;*
- \*Willfully and intentionally assaulting or threatening to assault or physically abusing any student or school employee;*
- \*Possession of any weapon that can reasonably be considered capable of causing bodily harm to another individual;*
- \*Possession or use of tobacco in any form on any property owned or leased by any public school;*
- \*Willfully or intentionally damaging, destroying, or stealing school property;*
- \*Possession of any paging device, beeper, or similar electronic communication devices, on the school campus during normal school hours unless specifically exempted by the administration for health or other compelling reasons;*
- \*Possession, selling, distributing, or being under the influence of an alcoholic beverage, any illegal drug, unauthorized inhalants, or the inappropriate use or sharing of prescription or over the counter drugs, or other intoxicants, or anything represented to be a drug;*
- \*Sharing, diverting, transferring, applying to others (such as needles or lancets), or in any way misusing medication or any medical supplies in their possession;*

- \*Inappropriate public displays of affection;*
  - \*Cheating, copying, or claiming another person's work to be his/her own;*
  - \*Gambling;*
  - \*Inappropriate student dress;*
  - \*Use of vulgar, profane, or obscene language or gestures;*
  - \*Truancy;*
  - \*Excessive tardiness;*
  - \*Engaging in behavior designed to taunt, degrade, or ridicule another person on the basis of race, ethnicity, national origin, sex, or disability;*
  - \*Possess, view, distribute or electronically transmit sexually explicit or vulgar images or representations, whether electronically, on a data storage device, or in hard copy form;*
  - \*Hazing, or aiding in the hazing of another student;*
  - \*Gangs or gang-related activities, including belonging to secret societies of any kind, are forbidden on school property. Gang insignia, clothing, -throwing signs? or other gestures associated with gangs are prohibited;*
  - \*Sexual harassment; and*
  - \*Bullying.*
- \*The Board directs each school in the District to develop implementation regulations for prohibited student conduct consistent with applicable Board policy, State and Federal laws, and judicial decisions.*

Legal References: A.C.A. § 6-18-502, A.C.A. § 6-18-707, A.C.A. § 6-15-1005, A.C.A. § 6-21-609,  
A.C.A. § 6-18-506, A.C.A. § 6-18-222, A.C.A. § 6-5-201, A.C.A. § 6-18-514

Cross-References: Prohibited Conduct #1—Policy # 3.17

Prohibited Conduct #2— Policy # 4.20

Prohibited Conduct #3— Policy # 4.21, 4.26

Prohibited Conduct #4— Policy # 4.22

Prohibited Conduct #5— Policy # 4.23

Prohibited Conduct #7—Policy 4.47

Prohibited Conduct #8— Policy # 4.24

Prohibited Conduct #13— Policy # 4.25

Prohibited Conduct #14— Policy # 4.21

Prohibited Conduct #15— Policy # 4.7

Prohibited Conduct #16 — Policy # 4.9

Prohibited Conduct #17— Policy # 4.43

Prohibited Conduct #19— Policy # 4.12

Prohibited Conduct #20— Policy # 4.26

Prohibited Conduct #21—Policy # 4.27

Prohibited Conduct #22— Policy # 4.43

Date Adopted: April 2005

Last Revised: June 2012

4.19—CONDUCT TO AND FROM SCHOOL AND TRANSPORTATION  
ELIGIBILITY

*Students are subject to the same rules of conduct while traveling to and from school as they are while on school grounds. Appropriate disciplinary actions may be taken against commuting students who violate student code of conduct rules. The preceding paragraph also applies to student conduct while on school buses. Students shall be instructed in safe riding practices.<sup>1</sup> The driver of a school bus shall not operate the school bus until every passenger is seated.*

*Disciplinary measures for problems related to bus behavior shall include suspension or expulsion from school, or suspending or terminating the student's bus transportation privileges. Transporting students to and from school who have lost their bus transportation privileges shall become the responsibility of the student's parent or legal guardian. Students are eligible to receive district bus transportation if they meet the following requirements.<sup>2</sup>*

*Legal References: A.C.A. § 6-19-119 (b)*

*Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.0*

*Date Adopted: April 2005*

*Last Revised:*

#### 4.20—DISRUPTION OF SCHOOL

No student shall by the use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct, intentionally cause the disruption of any lawful mission, process, or function of the school, or engage in any such conduct for the purpose of causing disruption or obstruction of any lawful mission, process, or function. Nor shall any student encourage any other student to engage in such activities.

Disorderly activities by any student or group of students that adversely affect the school's orderly educational environment shall not be tolerated at any time on school grounds. Teachers may remove from class and send to the principal or principal's designee office a student whose behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the students, the class, or with the ability of the student's classmates to learn. Students who refuse to leave the classroom voluntarily will be escorted from the classroom by the school administration.

Legal Reference: A.C.A. § 6-18-511

Date Adopted: April 2005

Last Revised:

#### 4.21—STUDENT ASSAULT OR BATTERY

A student shall not threaten, physically abuse, or attempt to physically abuse, or behave in such a way as to be perceived to threaten bodily harm to any other person (student, school employee, or school visitor). Any gestures, vulgar, abusive or insulting language, taunting, threatening, harassing, or intimidating remarks by a student toward another person that threatens their well-being is strictly forbidden. This includes, but is not limited to, fighting, racial, ethnic, religious, or sexual slurs.

Furthermore, it is unlawful, during regular school hours, and in a place where a public school employee is required to be in the course of his or her duties, for any person to address a public school employee using language which, in its common understanding, is calculated to: a) cause a breach of the peace; b) materially and substantially interfere with the operation of the school; c) arouse the person to whom it is addressed to anger, to the extent likely to cause imminent retaliation. Students guilty of such an offense may be subject to legal proceedings in addition to student disciplinary measures.

Legal Reference: A.C.A. § 6-17-106 (a)

Date Adopted: April 2005

Last Revised:

#### 4.22—WEAPONS AND DANGEROUS INSTRUMENTS

No student shall possess a weapon, display what appears to be a weapon, or threaten to use a weapon while in school, on or about school property, before or after school, in attendance at school or any school sponsored activity, en route to or from school or any school sponsored activity, off the school grounds at any school bus stop, or at any school sponsored activity or event. Military personnel, such as ROTC cadets, acting in the course of their official duties are excepted.

A weapon is defined as any knife, gun, pistol, revolver, shotgun, BB gun, rifle, pellet gun, razor, ice pick, dirk, box cutter, mun-chucks, pepper spray or other noxious spray, explosive, or any other instrument or substance capable of causing bodily harm.

Possession means having a weapon, as defined in this policy, on the student's body or in an area under his/her control. If, prior to any questioning or search by any school personnel, a student discovers that he/she has accidentally brought a weapon to school including a weapon that is in a vehicle on school grounds, and the student informs the principal or a staff person immediately, the student will not be considered to be in possession of a weapon. The weapon shall be confiscated and held in the office until such time as the student's parent/legal guardian shall pick up the weapon from the school's office.

Repeated offenses are unacceptable and shall be grounds for disciplinary action against the student as otherwise provided for in this policy. Except as permitted in this policy, students found to be in possession on the school campus of a firearm<sup>1</sup> shall be recommended for expulsion for a period of not less than one year. The superintendent shall have the discretion to modify such expulsion recommendation for a student on a case-by-case basis.<sup>2</sup> Parents or legal guardians of students expelled under this policy shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property.<sup>3</sup> Parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to readmitting the student. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a firearm policy violation shall also be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property. The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school. The mandatory expulsion requirement for possession of a firearm does not apply to a firearm visibly stored inside a locked vehicle on school property nor to activities approved and authorized by the district that include the use of firearms. Such activities may include ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. A firearm brought inadvertently to school by a student shall be grounds for disciplinary action against the student, but the School Board of Directors may consider the -inadvertent circumstances? of the incident in determining the student's discipline.



The district shall report any student who brings a firearm to school to the criminal justice system or juvenile delinquency system by notifying local law enforcement. Notes: The changes made to this policy are allowed by the new guidance issued by the federal Department of Education and are designed to help avoid the mandatory expulsion for the student who legitimately brings a rifle to school by mistake. The changes don't prohibit expulsion for weapons violations, but merely makes expulsion optional. <sup>1</sup> For the purposes of the Gun Free Schools Act as it relates to the required expulsion for possession of a firearm, -firearm? is defined in Section 921(a) of Title 18 of the United States Code.

According to Section 921(a), the following are included within the definition:

--any weapon (including a starter gun) that will be, or is designed to or may readily be, converted to expel a projectile by the action of an explosive

--the frame or receiver of any weapon described above

--any firearm muffler or firearm silencer

--any destructive device, which includes:

(a) any explosive, incendiary, or poison gas, including a

(1) bomb,

(2) grenade,

(3) rocket having a propellant charge of more than four ounces,

(4) missile having an explosive or incendiary charge of more than one-quarter ounce,

(5) mine, or

(6) similar device

(b) any weapon that will, or that may be readily converted to, expel a projectile by the action of

an explosive or other propellant, and that has any barrel with a bore of more than one-half inch in diameter

(c) any combination or parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled.

The definition does not include antique firearms or Class-C common fireworks.

<sup>2</sup> To be eligible for ESEA funds, the federal Department of Education requires an assurance that the district

(1) is in compliance with the State law requiring the one-year expulsion; and

(2) a description of the circumstances surrounding expulsions imposed under the one-year expulsion requirement, including:

(A) the name of the school concerned;

(B) the number of students expelled from the school; and

(C) the type of firearms concerned.

This requirement applies even in the instances where the district exercised its option to modify the expulsion requirement on a case-by-case basis. The DOE Guidance on the Gun Free Schools Act prohibits the use of the case-by-case option to avoid -over-all compliance with the one-year expulsion requirement.?

<sup>3</sup> The statute that specifies the parents' penalties is A.C.A. § 5-27-210, but it is also helpful to have A.C.A. § 5-4-201 and A.C.A. § 5-4-401 available which spell out the fines and possible imprisonment for a class B misdemeanor offense.

Cross Reference: Policy 4.31—EXPULSION

Legal References: A.C.A. § 6-18-502 (c) (2)(A)(B)

A.C.A. § 6-18-507 (e) (1)(2)

A.C.A. § 6-21-608

A.C.A. § 5-4-201

A.C.A. § 5-4-401

A.C.A. § 5-27-210

A.C.A. § 5-73-119(e)(8)(9)(10)

20 USCS § 7151

US Department of Education *Guidance Concerning State and Local  
Responsibilities Under the Gun-Free Schools Act*

Date Adopted: April 2005

Last Revised: March 2009

#### 4.23—TOBACCO AND TOBACCO PRODUCTS

*Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any property owned or leased by a District school, including school buses, is prohibited. Students who violate this policy may be subject to legal proceedings in addition to student disciplinary measures.*

*With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product.*

*Legal Reference: A.C.A. § 6-21-609*

*Date Adopted: April 2005*

*Last Revised: June 2011*

#### 4.24—DRUGS AND ALCOHOL

*An orderly and safe school environment that is conducive to promoting student achievement requires a student population free from the deleterious effects of alcohol and drugs. Their use is illegal, disruptive to the educational environment, and diminishes the capacity of students to learn and function properly in our schools.*

*Therefore, no student in the Earle School District shall possess, attempt to possess, consume, use, distribute, sell, buy, attempt to sell, attempt to buy, give to any person, or be under the influence of any substance as defined in this policy, or what the student represents or believes to be any substance as defined in this policy. This policy applies to any student who; is on or about school property; is in attendance at school or any school sponsored activity; has left the school campus for any reason and returns to the campus; is en route to or from school or any school sponsored activity.*

*Prohibited substances shall include, but are not limited to, alcohol, or any alcoholic beverage, inhalants or any ingestible matter that alter a student's ability to act, think, or respond, LSD, or any other hallucinogen, marijuana, cocaine, heroin, or any other narcotic drug, PCP, amphetamines, steroids, -designer drugs,? look-alike drugs, or any controlled substance. Selling, distributing, or attempting to sell or distribute, or using over-the-counter or prescription drugs not in accordance with the recommended dosage is prohibited.*

*Date Adopted: April 2005*

*Last Revised: June 2012*

#### 4.25—STUDENT DRESS AND GROOMING

The Earle Board of Education recognizes that dress can be a matter of personal taste and preference. At the same time, the District has a responsibility to promote an environment conducive to student learning. This requires limitations to student dress and grooming that could be disruptive to the educational process because they are immodest, disruptive, unsanitary, unsafe, could cause property damage, or are offensive to common standards of decency. Students are prohibited from wearing, while on the school grounds during the school day and at school-sponsored events, clothing that exposes underwear, buttocks, or the breast of a female. This prohibition does not apply, however to a costume or uniform worn by a student while participating in a school-sponsored activity or event. The Superintendent shall establish student dress codes for the District's schools, to be included in the student handbook, and are consistent with the above criteria.

Legal References: A.C.A. § 6-18-502(c)(1)

A.C.A. § 6-18-503(c)

Date Adopted: April 2005

Last Revised: June 2011

#### 4.26—GANGS AND GANG ACTIVITY

The Board is committed to ensuring a safe school environment conducive to promoting a learning environment where students and staff can excel. An orderly environment cannot exist where unlawful acts occur causing fear, intimidation, or physical harm to students or school staff. Gangs and their activities create such an atmosphere and shall not be allowed on school grounds or at school functions. The following actions are prohibited by students on school property or at school functions:

1. Wearing or possessing any clothing, bananas, jewelry, symbol, or other sign associated with membership in, or representative of, any gang;
2. Engaging in any verbal or nonverbal act such as throwing signs, gestures, or handshakes representative of membership in any gang;
3. Recruiting, soliciting, or encouraging any person through duress or intimidation to become or remain a member of any gang; and/or
4. Extorting payment from any individual in return for protection from harm from any gang.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion. Students arrested for gang related activities occurring off school grounds shall be subject to the same disciplinary actions as if they had occurred on school grounds.

Legal References: A.C.A. § 6-15-1005(b)(2)

A.C.A. § 5-74-201

Date Adopted: April 2005

Last Revised: June 2011



#### 4.27—STUDENT SEXUAL HARASSMENT

The Earle School District is committed to having an academic environment in which all students are treated with respect and dignity. Student achievement is best attained in an atmosphere of equal educational 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 can report inappropriate behavior of a sexual nature without fear of adverse consequences. The information will take into account and be appropriate to the age of the students.

It shall be a violation of this policy for any student to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any student found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, expulsion. Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

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

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 student self-identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.

Students who believe they have been subjected to sexual harassment, or parents of a student who believes their child has been subjected to sexual harassment, are encouraged to file a complaint by contacting a counselor, teacher, Title IX coordinator, or administrator who will assist them in the complaint process. Under no circumstances shall a student 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. Students who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

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

Legal References: Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.

A.C.A. § 6-15-1005 (b) (1)

Date Adopted: April 2005

Last Revised: June 2011

#### 4.28—LASER POINTERS

Students shall not possess any hand held laser pointer while in school; on or about school property, before or after school; in attendance at school or any school-sponsored activity; en route to or from school or any school-sponsored activity; off the school grounds at any school bus stop or at any school-sponsored activity or event. School personnel shall seize any laser pointer from the student possessing it and the student may reclaim it at the close of the school year, or when the student is no longer enrolled in the District.

Legal References: A.C.A. § 6-18-512

A.C.A. § 5-60-122

Date Adopted: April 2005

Last Revised:

#### 4.29—COMPUTER USE POLICY

The Earle School District makes computers and/or computer Internet access available to students, to permit students to perform research and to allow students to learn how to use computer technology. Use of district computers is for educational and/or instructional purposes only. 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.<sup>1</sup> For the purposes of this policy -harmful t minors? Is defined as any picture, image, graphic image file, or other visual depiction that--

(A) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

(B) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

(C) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

No student will be granted Internet access until and unless a computer-use agreement, signed by both the student and the parent or legal guardian (if the student is under the age of eighteen [18]) is on file. The current version of the computer use agreement is incorporated by reference into board policy and is considered part of the student handbook.

*Student use of computers shall only be as directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that monitoring of student computer use is continuous. Students must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security or Internet filtering software, alter data without authorization, or disclose passwords to other students.*

*Students who misuse district-owned computers or Internet access in any way, including using computers to violate any other policy or contrary to the computer use agreement, or using the computers to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, as specified in the student handbook<sup>2</sup> and/or computer use agreement. In an effort to help protect student welfare when they navigate the Internet, the district will work to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.*

*Legal References: Children Internet Protection Act; PL 106-554*

*FCC Final Rules 11-125 August 11, 2011, 20 USC 6777, 47 USC 254(h), 47 CFR 520(c)(4)*

*A.C.A. § 6-21-107, A.C.A. § 6-21-111*

*Date Adopted: April 2005*

*Last Revised: June 2012*

#### 4.29F—STUDENT INTERNET USE AGREEMENT

Student's Name (Please Print) \_\_\_\_\_

Grade Level \_\_\_\_\_

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

The Earle School District agrees to allow the student identified above (-Student?) to use the district's technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned technology device:

1. *Conditional Privilege: The Student's use of the district's access to the Internet is a privilege conditioned on the Student's abiding to this agreement. No student may use the district's access to the Internet whether through a District or student owned technology device unless the Student and his/her parent or guardian have read and signed this agreement.*
2. *Acceptable Use: The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal and state laws and regulations. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.*
3. *Penalties for Improper Use: If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action. [Note: A.C.A. § 6-21-107 requires the district to*

have ...provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy.? You may choose to tailor your punishments to be appropriate to the school's grade levels.]

4. -Misuse of the District's access to the Internet? includes, but is not limited to, the following:

- using the Internet for other than educational purposes;
- 5. gaining intentional access or maintaining access to materials which are -harmful to minors? as defined by Arkansas law;
- 6. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- 7. making unauthorized copies of computer software;
- 8. accessing -chat lines? unless authorized by the instructor for a class activity directly supervised by a staff member;
- 9. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- 10. posting anonymous messages on the system;
- 11. using encryption software;
- 12. wasteful use of limited resources provided by the school including paper;
- 13. causing congestion of the network through lengthy downloads of files;
- 14. vandalizing data of another user;
- 15. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;



16. gaining or attempting to gain unauthorized access to resources or files;
17. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
18. invading the privacy of individuals;
19. divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email. Personally identifying information includes full names, address, and phone number.
20. using the network for financial or commercial gain without district permission;
21. theft or vandalism of data, equipment, or intellectual property;
22. attempting to gain access or gaining access to student records, grades, or files;
23. introducing a virus to, or otherwise improperly tampering with the system;
24. degrading or disrupting equipment or system performance;
25. creating a web page or associating a web page with the school or school district without proper authorization;
26. providing access to the District's Internet Access to unauthorized individuals;
27. failing to obey school or classroom Internet use rules; or
28. 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.
29. Installing or downloading software on district computers without prior approval of technology director or his/her designee.

30. *Liability for debts:* Students and their cosigners shall be liable for any and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.

31. *No Expectation of Privacy:* The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

32. *No Guarantees:* The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.

33. *Signatures:* We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

#### 4.30—SUSPENSION FROM SCHOOL

Students not present at school cannot benefit from the educational opportunities the school environment affords. Administrators, therefore, shall strive to find ways to keep students in school as participants in the educational process. There are instances, however, when the needs of the other students or the interests of the orderly learning environment require the removal of a student from school. The Board authorizes school principals or their designees to suspend students for disciplinary reasons for a period of time not to exceed ten (10) school days,<sup>1</sup> including the day upon which the suspension is imposed. The suspension may be in school or out of school. Students are responsible for their conduct that occurs: at any time on the school grounds; off school grounds at a school-sponsored function, activity, or event; going to and from school or a school activity. A student may be suspended for behavior including, but not limited to that which:

1. Is in violation of school policies, rules, or regulations;
2. Substantially interferes with the safe and orderly educational environment;
3. School administrators believe will result in the substantial interference with the safe and orderly educational environment; and/or
4. Is insubordinate, incorrigible, violent, or involves moral turpitude.

The school principal or designee shall proceed as follows in deciding whether or not to suspend a student.

5. the student shall be given written notice or advised orally of the charges against him/her;

6. if the student denies the charges, he/she shall be given an explanation of the evidence against him/her and be allowed to present his/her version of the facts;
7. if the principal finds the student guilty of the misconduct, he/she may be suspended.

When possible, notice of the suspension, its duration, and any stipulations for the student's re-admittance to class will be given to the parent(s), legal guardian(s), or to the student if age 18 or older prior to the suspension. Such notice shall be handed to the parent(s), legal guardian(s), or to the student if age 18 or older or mailed to the last address reflected in the records of the school district. Generally, notice and hearing should precede the student's removal from school, but if prior notice and hearing are not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice and hearing should follow as soon as practicable.

It is the parents' or legal guardians' responsibility to provide current contact information to the district which the school shall use to immediately notify the parent or legal guardian upon the suspension of a student. The notification shall be by one of the following means, listed in order of priority:<sup>2</sup>

8. A primary call number
9. The contact may be by voice, voice mail, or text message
10. An email address
11. A regular first class letter to the last known mailing address

The district shall keep a log of contacts attempted and made to the parent or legal guardian.

During the period of their suspension, students serving out-of-school suspensions shall not be permitted on campus except to attend a student/parent/administrator conference.<sup>3</sup>

During the period of their suspension, students serving in-school suspension shall not attend any school-sponsored activities during the imposed suspension nor shall the student participate in any school-sponsored activities.<sup>3</sup>

Suspensions initiated by the principal or his/her designee may be appealed to the Superintendent, but not to the Board. Suspensions initiated by the Superintendent may be appealed to the Board.

Cross Reference: 4.7—ABSENCES

Legal References: A.C.A. § 6-18-507

*Goss v Lopez*, 419 U.S. 565 (1975)

Date Adopted: April 2005

Last Revised: June 2012

#### 4.31—EXPULSION

The Board of Education may expel a student for a period longer than ten (10) school days for violation of the District's written discipline policies. The Superintendent may make a recommendation of expulsion to the Board of Education for student conduct deemed to be of such gravity that suspension would be inappropriate, or where the student's continued attendance at school would disrupt the orderly learning environment or would pose an unreasonable danger to the welfare of other students or staff.

The Superintendent or his/her designee shall give written notice to the parents or legal guardians

(mailed to the address reflected on the District's records) that he/she will recommend to the Board of Education that the student be expelled for the specified length of time and state the reasons for the recommendation to expel. The notice shall give the date, hour, and place where the Board of Education will consider and dispose of the recommendation.

The hearing shall be conducted not later than ten (10) school days<sup>1</sup> following the date of the notice, except that representatives of the Board and student may agree in writing to a date not conforming to this limitation.

The President of the Board, Board attorney, or other designated Board member shall preside at the hearing. The student may choose to be represented by legal counsel. Both the district administration and School Board also may be represented by legal counsel. The hearing shall be conducted in open session of the Board unless the parent, or student if age<sup>18</sup> or older, requests

that the hearing be conducted in executive session. Any action taken by the Board shall be in open session. During the hearing, the Superintendent, or designee, or representative will present evidence, including the calling of witnesses, that gave rise to the recommendation of expulsion. The student, or his/her representative, may then present evidence including statements from persons with personal knowledge of the events or circumstances relevant to the charges against the student.

Formal cross-examination will not be permitted. However, any member of the Board, the Superintendent, or designee, the student, or his/her representative may question anyone making a statement and/or the student. The presiding officer shall decide questions concerning the appropriateness or relevance of any questions asked during the hearing.

Except as permitted by policy 4.22, the Superintendent shall recommend the expulsion of any student for a period of not less than one (1) year for possession of any firearm prohibited on school campus by law. The Superintendent shall, however, have the discretion to modify the expulsion recommendation for a student on a case-by-case basis. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a weapons policy violation shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a weapon on school property.<sup>2</sup> The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The Superintendent and the Board of Education shall complete the expulsion process of any student that was initiated because the student possessed a firearm or other prohibited weapon on school property regardless of the enrollment status of the student.

Cross Reference: Policy 4.22—WEAPONS AND DANGEROUS INSTRUMENTS

Legal Reference: A.C.A. § 6-18-507

Date Adopted: April 2005

Last Revised:



#### 4.32—SEARCH, SEIZURE, AND INTERROGATIONS

The Earle School District respects the rights of its students against arbitrary intrusion of their person and property. At the same time, it is the responsibility of school officials to protect the health, safety, and welfare of all students enrolled in the District in order to promote an environment conducive to student learning. The Superintendent, principals, and their designees have the right to inspect and search school property and equipment. They may also search students and their personal property in which the student has a reasonable expectation of privacy, when there is reasonable suspicion to believe such student or property contains illegal items or other items in violation of Board policy or dangerous to the school community. School authorities may seize evidence found in the search and disciplinary action may be taken. Evidence found which appears to be in violation of the law shall be reported to the appropriate authority.

School property shall include, but not be limited to, lockers, desks, and parking lots, as well as personal effects left there by students. When possible, prior notice will be given and the student will be allowed to be present along with an adult witness, however, searches may be done at any time with or without notice or the student's consent. A personal search must not be excessively intrusive in light of the age and sex of the student and the nature of the infraction. The Superintendent, principals, and their designees may request the assistance of law enforcement officials to help conduct searches. Such searches may include the use of specially trained dogs. A school official of the same sex shall conduct personal searches with an adult witness of the same sex present.

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Department of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a 72-hour hold ? without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis on student enrollment forms. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, custodian, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Department of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, or other person having lawful control by court order, or person acting in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours telephone number.

Legal References: A.C.A. § 6-18-513

A.C.A. § 9-13-104

A.C.A. § 12-18-609, 610, 613

A.C.A. § 12-18-1001, 1005

Date Adopted: April 2005

Last Revised: June 2011

#### 4.33—STUDENTS' VEHICLES

*A student who has presented a valid driver's license and proof of insurance to the appropriate office personnel, may drive his/her vehicle to school. Vehicles driven to school shall be parked in the area designated for student parking. Parking on school property is a privilege which may be denied to a student for any disciplinary violation, at the discretion of the student's building principal. Students are not permitted to loiter in parking areas and are not to return to their vehicles during the school day for any reason unless given permission to do so by school personnel. It is understood that there is no expectation of privacy in vehicles in parking areas. Drivers of vehicles parked on a school campus will be held accountable for illegal substances or any other item prohibited by District policy found in their vehicle. The act of a student parking a vehicle on campus is a grant of permission for school or law enforcement authorities to search that vehicle.*

*Date Adopted: April 2005*

*Last Revised: June 2012*

#### 4.34—COMMUNICABLE DISEASES AND PARASITES

Students with communicable diseases or with human host parasites that are transmittable in a school environment shall demonstrate respect for other students by not attending school while they are contagious capable of transmitting their condition to others. Students whom the school nurse determines are unwell or unfit for school attendance or who are believed to have a communicable disease or condition will be required to be picked up by their parent or guardian. Specific examples include, but are not limited to: chicken pox, measles, scabies, conjunctivitis (Pink Eye), impetigo/MRSA (Methicillin-resistant *Staphylococcus aureus*), streptococcal and staphylococcal infections, ringworm, mononucleosis, Hepatitis B or C, mumps, vomiting, diarrhea, and fever (100.4 F when taken orally).

A student who has been sent home by the school nurse will be subsequently readmitted, at the discretion of the school nurse, when the student is no longer a transmission risk. In some instances, a letter from a health care provider may be required prior to the student being readmitted to the school.

To help control the possible spread of communicable diseases, school personnel shall follow the District's exposure control plan when dealing with any blood-borne, food-borne, and airborne pathogens exposures. Standard precautions shall be followed relating to the handling, disposal, and cleanup of blood and other potentially infectious materials such as all body fluids, secretions and excretions (except sweat).

The District shall maintain a copy of each student's immunization record and a list of individuals with exemptions from immunization which shall be education records as defined in policy 4.13. That policy provides that an education record may be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

A student enrolled in the District who has an immunization exemption may be removed from school at the discretion of the Arkansas Department of Health during an outbreak of the disease for which the student is not vaccinated. The student may not return to the school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health.

The parents or legal guardians of students found to have live human host parasites that are transmittable in a school environment will be asked to pick their child up at the end of the school day. The parents or legal guardians will be given information concerning the eradication and control of human host parasites. A student may be readmitted after the school nurse or designee has determined the student no longer has live human host parasites that are transmittable in a school environment. Each school may conduct screenings of students for human host parasites that are transmittable in a school environment as needed. The screenings shall be conducted in a manner that respects the privacy and confidentiality of each student.

Legal References: A.C.A. § 6-18-702

Arkansas State Board of Health Rules And Regulations Pertaining To  
Immunization Requirements

Date Adopted: April 2005

Last Revised: June 20

#### 4.35—STUDENT MEDICATIONS

Prior to the administration of any medication to any student under the age of eighteen (18), written parental consent is required. The consent form shall include authorization to administer the medication and relieve the Board and its employees of civil liability for damages or injuries resulting from the administration of medication to students in accordance with this policy. Unless authorized to self-administer, students are not allowed to carry any medications, including over-the-counter medications or any perceived health remedy not regulated by the US Food and Drug Administration, while at school. The parent or legal guardian shall bring the student's medication to the school nurse,.

The student may bring the medication if accompanied by a written authorization from the parent or legal guardian. When medications are brought to the school nurse, the nurse shall document, in the presence of the parent, the quantity and type of the medication(s). If the medications are brought by a student, the school nurse shall ask another school employee to verify, in the presence of the student the quantity of the medication(s). Each person present shall sign a form verifying the quantity and type of the medication(s).

Medications, including those for self-medication, must be in the original container and be properly labeled with the student's name, the ordering health care provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state



*the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.*

*Students with an individualized health plan (IHP) may be given over-the-counter medications to the extent giving such medications are included in the student's IHP. The only Schedule II medications that shall be allowed to be brought to the school are methylphenidate (Ritalin) and amphetamine sulfate (Adderall).<sup>1</sup>*

*To help ensure their safe keeping, any such medications brought to the school nurse shall be stored in a double locked cabinet. For the student's safety, no student will be allowed to attend school if the student is currently taking any other Schedule II medication than permitted by this policy. Students who are taking Schedule II medications which are not allowed to be brought to school shall be eligible for home-bound instruction if provided for in their IEP and 504 plans.<sup>2</sup> The district's supervising registered nurse shall be responsible for creating both on campus and off campus procedures for administering medications.*

*Students who have written permission from their parent or guardian and a licensed health care provider to self-administer either an asthma inhaler or auto-inject-able epinephrine, or both and who have a current consent form on file shall be allowed to carry and self-administer such medication while in school, at an on-site school sponsored activity, while traveling to or from school, or at an off site school sponsored activity. Students are prohibited from sharing, transferring, or in any way diverting his/her medications to any other person. The fact that a student with a completed consent form on file is allowed to carry an asthma inhaler or auto-*

*injectable epinephrine, or both does not require him/her to have such on his/her person. The parent or guardian of a student who chooses to not carry an asthma inhaler or auto-injectable epinephrine, or both on his/her person shall provide the school with the appropriate medication which shall be immediately available to the student in an emergency.*

Students may be administered Glucagon in emergency situations by the school nurse or, in the absence of the school nurse, a trained volunteer school employee designated as a care provider, provided the student has:

1. an IHP developed under Section 504 of the Rehabilitation Act of 1973 which provides for the administration of Glucagon in emergency situations; and
2. a current, valid consent form on file from their parent or guardian.

The school shall not keep outdated medications or any medications past the end of the school year. By this policy, parents are notified that ten (10) days after the last day of school, all medications will be disposed of that are left at the school. Medications not picked up by the parents or legal guardians within the ten (10) day period shall be disposed of by the school nurse in accordance with current law and regulations.

Legal References: Ark. State Board of Nursing: School Nurse Roles and Responsibilities  
Arkansas Department of Education and Arkansas State Board of Nursing Rules  
Governing the Administration of Glucagon to Arkansas Public School Students

*Suffering from Type 1 Diabetes*

A.C.A. § 6-18-707

A.C.A. § 6-18-1005(a)(6)

A.C.A. § 17-87-103 (11)

Date Adopted: August 2005

Last Revised: June 2012

4.35F2—MEDICATION SELF-ADMINISTRATION CONSENT FORM

Student's Name (Please Print) \_\_\_\_\_

The following must be provided for the student to be eligible to self-administer asthma inhalers and/or auto-injectable epinephrine. Eligibility is only valid for this school for the current academic year. This consent form must be renewed each year and/or anytime a student changes schools.

1. a written medical statement from a health-care provider who has prescriptive privileges that he//she has prescribed the asthma inhaler and/or auto-injectable epinephrine for the student and that the student needs to carry the medication on his/her person due to a medical condition;
2. the specific medications prescribed for the student;
3. an individualized health care plan developed by the prescribing health-care provider containing the treatment plan for managing asthma and/or anaphylaxis episodes of the student and for medication use by the student during school hours; and
4. a statement from the prescribing health-care provider that the student possesses the skill and responsibility necessary to use and administer the asthma inhaler and/or auto-injectable epinephrine. If the school nurse is available, the student shall demonstrate his/her skill level in using the asthma inhalers and/or auto-injectable epinephrine to the nurse.

Medications for self-medication shall be supplied by the student's parent or guardian and be in the original container labeled with the student's name. The parent or guardian may choose to provide the school with additional appropriate medication (use form 4.35F) for the school to have available to deal with an asthma or anaphylaxis emergency.

My signature below is an acknowledgment that I understand that the District, its Board of Directors, and its employees shall be immune from civil liability for injury resulting from the self-administration of medications by the student named above.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: August 2005

Last Revised:

4.35F3—GLUCAGON ADMINISTRATION AND CARRY CONSENT FORM

Student's Name (Please Print)

\_\_\_\_\_

The school has developed a Section 504 plan acknowledging that my child has been diagnosed as suffering from Type 1 diabetes. The 504 plan authorizes the school nurse or, in the absence of the nurse, trained volunteer district personnel, to administer Glucagon in an emergency situation to my child.

I hereby authorize the school nurse or, in the absence of the nurse, trained volunteer district personnel designated as care providers, to administer Glucagon to my child in an emergency situation. Glucagon shall be supplied to the school nurse by the student's parent or guardian and be in the original container.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a health-care professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or non-actions in the administration of Glucagon in accordance with this consent form and the 504 plan.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: June 2012

Last Revised:

#### 4.36—STUDENT ILLNESS/ACCIDENT

*If a student becomes too ill to remain in class and/or could be contagious to other students, the principal or designee will attempt to notify the student's parent or legal guardian. The student will remain in the school's health room or a place where he/she can be supervised until the end of the school day or until the parent/legal guardian can check the student out of school.<sup>1</sup>*

*If a student becomes seriously ill or is injured while at school and the parent/legal guardian cannot be contacted, the failure to make such contact shall not unreasonably delay the school's expeditious transport of the student to an appropriate medical care facility.*

*The school assumes no responsibility for treatment of the student. When available, current, and applicable, the student's emergency contact numbers and medical information will be utilized. Parents are strongly encouraged to keep this information up to date.*

Date Adopted: April 2005

Last Revised:

#### 4.37—EMERGENCY DRILLS

All schools in the District shall conduct fire drills at least monthly. Tornado drills shall also be conducted not fewer than four (4) times per year with at least one each in the months of September, October, January, and February. Students who ride school buses,<sup>1</sup> shall also participate in emergency evacuation drills at least twice each school year.

Other types of emergency drills may also be conducted. These may include, but are not limited to:

1. Earthquake;
2. Act of terrorism;
3. Chemical spill;
4. Airplane crash.

Legal References: A.C.A. § 12-13-109

A.C.A. § 6-10-121

Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.03.1

Date Adopted: April 2005

Last Revised: July 2006



#### 4.38—PERMANENT RECORDS

Permanent school records, as required by the Arkansas Department of Education, shall be maintained for each student enrolled in the District until the student receives a high school diploma or its equivalent or is beyond the age of compulsory school attendance<sup>1</sup>. A copy of the student's permanent record shall be provided to the receiving school district within ten (10) school days after the date a request from the receiving school district is received<sup>2</sup>.

Legal References: A.C.A. § 6-18-901

ADE Rule *Student Permanent Records*

Date Adopted: April 2005

Last Revised:

#### 4.39—CORPORAL PUNISHMENT

The Earle School Board authorizes the use of corporal punishment to be administered in accordance with this policy by the Superintendent or his/her designated staff members who are required to have a state-issued license as a condition of their employment. Prior to the administration of corporal punishment, the student receiving the corporal punishment shall be given an explanation of the reasons for the punishment and be given an opportunity to refute the charges.

All corporal punishment shall be administered privately, i.e. out of the sight and hearing of other students, shall not be excessive, or administered with malice, and shall be administered in the presence of another school administrator or designee who shall be a licensed staff member employed by the District.

Legal Reference: A.C.A. § 6-18-503 (b)

A.C.A. § 6-18-505 (c) (1)

Date Adopted: April 2005

Last Revised: June 2012

#### 4.40—HOMELESS STUDENTS

The Earle School District will afford the same services and educational opportunities to homeless

children as are afforded to non-homeless children. The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for homeless children and youth whose responsibilities shall include coordinating with the state educational liaison for homeless children and youth to ensure that homeless children are not stigmatized or segregated on the basis of their status as homeless and such other duties as are prescribed by law and this policy.

Notwithstanding Policy 4.1, homeless students living in the district are entitled to enroll in the district's school that non-homeless students who live in the same attendance area are eligible to attend. If there is a question concerning the enrollment of a homeless child due to a conflict with Policy 4.1 or 4.2, the child shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. It is the responsibility of the District's local educational liaison for homeless children and youth to carry out the dispute resolution process.

To the extent feasible, the District shall do one of the following according to what is in the best interests of a homeless child. (For the purposes of this policy -school of origin? means the school the child attended when permanently housed or the school in which the child was last enrolled.)

\*continue educating the child who becomes homeless between academic years or during an academic year in their school of origin for the duration of their homelessness;

\*continue educating the child in his/her school of origin who becomes permanently housed during an academic year for the remainder of the academic year; or

*\*enroll the homeless child in the school appropriate for the attendance zone where the child lives. If the District elects to enroll a homeless child in a school other than their school of origin and such action is against the wishes of the child's parent or guardian, the District shall provide the parent or guardian with a written explanation of their reason for so doing which shall include a statement of the parent/guardian's right to appeal.*

*\*In any instance where the child is unaccompanied by a parent or guardian, the District's local educational liaison for homeless children and youth shall assist the child in determining his/her place of enrollment. The Liaison shall provide the child with a notice of his/her right to appeal the enrollment decision.*

The District shall be responsible for providing transportation for a homeless child, at the request of the parent or guardian (or in the case of an unaccompanied youth, the Liaison), to and from the child's school of origin.\* For the purposes of this policy, students shall be considered homeless if they lack a fixed, regular, and adequate nighttime residence and (a) are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement; b) have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; (c) are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and includes (d) are migratory children who are living in circumstances described in clauses (a) through (c).

Legal References: 42 U.S.C. § 11431 et seq.\*\*

42 U.S.C. § 11431 (2)

42 U.S.C. § 11432(g)(1)(H)(I)

42 U.S.C. § 11432 (g)(1)(J)(i), (ii), (iii), (iii)(I), (iii)(II)

42 U.S.C. § 11432 (g)(3)(A), (A)(i), (A)(i)(I), (A)(i)(II), (A)(ii)

42 U.S.C. § 11432 (g)(3)(B)(i), (ii), (iii)

42 U.S.C. § 11432 (g)(3)(C)(i), (ii), (iii)

42 U.S.C. § 11432 (g)(3)(E)(i), (ii), (iii)

42 U.S.C. § 11432 (g)(3)(G)

42 U.S.C. § 11432 (g)(4) (A), (B), (C), (D), (E)

42 U.S.C. § 11434a

Date Adopted: April 2005

Last Revised: June 2012

#### 4.41—PHYSICAL EXAMINATIONS OR SCREENINGS

The district conducts routine health screenings such as hearing, vision, and scoliosis due to the importance these health factors play in the ability of a student to succeed in school. The intent of the exams or screenings is to detect defects in hearing, vision, or other elements of health that would adversely affect the student's ability to achieve to his/her full potential.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old. Except in instances where a student is suspected of having a contagious or infectious disease, parents shall have the right to opt their student out of the exams or screenings by using form 4.41F or by providing certification from a physician that he/she has recently examined the student.

Legal References: A.C.A. § 6-18-701 (b), (c), (f)

Date Adopted: April 2005

Last Revised: June 2010

4.41F—OBJECTION TO PHYSICAL EXAMINATIONS OR SCREENINGS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to the physical examination or screening of the student named below. Physical examination or screening being objected to:

Vision test

Hearing test

Scoliosis test

Other, please specify

\_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

Name of student (Printed)

\_\_\_\_\_

Signature of parent (or student, if 18 or older)

\_\_\_\_\_

Date form was filed (To be filled in by office personnel)



#### 4.42—STUDENT HANDBOOK

*It shall be the policy of the Earle School District that the most recently adopted version of the Student Handbook be incorporated by reference into the policies of this district. In the event that there is a conflict between the student handbook and a general board policy or policies, the more recently adopted language will be considered binding and controlling on the matter provided the parent(s) of the student, or the student if 18 years of age or older have acknowledged receipt of the controlling language.*

*Principals shall review all changes to student policies and ensure that such changes are provided to students and parents, either in the Handbook or, if changes are made after the handbook is printed, as an addendum to the handbook. Principals and counselors shall also review Policies 4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASSES OF 2010-11, 2011-12, AND 2012-13 and*

4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2013-14 AND ALL CLASSES THEREAFTER and the current ADE Standards for Accreditation Rules to ensure that there is no conflict. If a conflict exists, the Principal and/or Counselor shall notify the Superintendent and Curriculum Coordinator immediately, so that corrections may be made and notice of the requirements given to students and parents.

Date Adopted: June 2010

Last Revised: June 2012

#### 4.43—BULLYING

Respect for the dignity of others is a cornerstone of civil society. Bullying creates an atmosphere of fear and intimidation, robs a person of his/her dignity, detracts from the safe environment necessary to promote student learning, and will not be tolerated by the Board of Directors. Students who bully another person shall be held accountable for their actions whether they occur on school equipment or property; off school property at a school sponsored or approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops.

#### Definitions:

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

1. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
2. Substantial interference with a student's education or with a public school employee's role in education;
3. 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
4. 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 others 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:*

*\*Sarcastic "compliments" about another student's personal appearance,*

*\*Pointed questions intended to embarrass or humiliate,*

*\*Mocking, taunting or belittling,*

*\*Non-verbal threats and/or intimidation such as -fronting? or -chesting? a person,*

*\*Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,*

*\*Blackmail, extortion, demands for protection money or other involuntary donations or loans,*

*\*Blocking access to school property or facilities,*

*\*Deliberate physical contact or injury to person or property,*

*\*Stealing or hiding books or belongings, and/or*

*\*Threats of harm to student(s), possessions, or others.,*

*\*Sexual harassment, as governed by policy 4.27, is also a form of bullying,*

*\*Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: -Slut?) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: -You are so gay.? -Fag? -Queer?).*

*\*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.*

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal. Parents or legal guardians may submit written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying, to the principal. The principal 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. Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion. In determining the appropriate disciplinary action, consideration may be given to other violations of the student handbook which may have simultaneously occurred.<sup>1</sup>

Notice of what constitutes bullying, the District's prohibition against bullying, and the consequences for students who bully shall be conspicuously posted in every classroom, cafeteria, restroom, gymnasium, auditorium, and school bus. Parents, students, school volunteers, and employees shall be given copies of the notice.

Copies of this policy shall be available upon request.<sup>2</sup>

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 2010

Last Revised: June 2011

#### 4.44-ATTENDANCE REQUIREMENTS FOR STUDENTS IN GRADES 9/ 12

Students in grades nine through twelve (9-12) are required to schedule and attend at least 350 minutes of regularly scheduled class time daily. Part of this requirement may be met by students taking post-secondary courses. Eligible students' enrollment and attendance at a post-secondary institution shall count toward the required weekly time of school attendance. Each credit hour shall count as three (3) hours of attendance time. This means a three (3) hour course shall count as nine (9) hours of the weekly required time of attendance.

Study Halls Students may be assigned to no more than one (1) class period each day for a study hall that the student shall be required to attend and participate in for the full period. Such study halls are to be used for the purposes of self-study or for organized tutoring which is to take place in the school building.

#### Extracurricular Classes

Students may be assigned to no more than one (1) class period each day for organized and scheduled student extracurricular classes that the student shall be required to attend and participate in for the full class period. Extracurricular classes related to a seasonal activity shall meet for an entire semester whether or not the season ends prior to the end of the semester.

Students must attend and participate in the class for the entire semester in order to receive credit for the course. For the purpose of this policy, extracurricular classes is defined as school sponsored activities which are not an Arkansas Department of Education approved course counting toward graduation requirements or classes that have not been approved by the

*Arkansas Department of Education for academic credit. Such classes may include special interest, fine arts, technical, scholastic, intramural, and interscholastic opportunities.*

*Course Enrollment Outside of District Enrollment and attendance in vocational-educational training courses, college courses, school work programs, and other department-sanctioned educational programs may be used to satisfy the student attendance requirement even if the programs are not located at the public schools. Attendance in such alternative programs must be pre-approved by the school's administration. The district shall strive to assign students who have been dropped from a course of study or removed from a school work program job during the semester into another placement or course*

*of study. In the instances where a subsequent placement is unable to be made, the district may grant a waiver for the student for the duration of the semester in which the placement is unable to be made. In rare instances, students may be granted waivers from the mandatory attendance requirement if they would experience proven financial hardships if required to attend a full day of school. For the purpose of this policy, proven financial hardships is defined as harm or suffering caused by a student's inability to obtain or provide basic life necessities of food, clothing, and shelter for the student or the student's family. The superintendent shall have the authority to grant such a waiver, on a case-by-case basis, only when convinced the student meets the definition of proven financial hardships.*



*In any instance where a provision of a student's Individual Education Plan (IEP) conflicts with a portion(s) of this policy, the IEP shall prevail.*

*Legal References: A.C.A. § 6-18-210, 211*

*Arkansas Department of Education Rules Governing the Mandatory Attendance Requirements for Students in Grades Nine through Twelve*

*Date Adopted: April 2005*

*Last Revised: June 2010*

#### 4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASSES OF 2010-11, 2011-12, AND 2012-13

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are 18 years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Informed Consent Form* and a *Smart Core Waiver Form* will be sent home with students prior to their enrolling in seventh grade, or when a 7-12 grade student enrolls in the district for the first time and there is not a signed form in the student's permanent record. Parents must sign one of the forms and return it to the school so it can be placed in the students' permanent records.<sup>1</sup> This policy is to be included in student handbooks for grades 6-12 and both students and parents must sign an acknowledgment they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the requirements of their IEP (when applicable) to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the time they are required to sign the consent forms.

While there are similarities between the two curriculum, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum providing they would be able to complete the required course of study by the end of their senior year.<sup>2</sup> Students wishing to change their choice of curriculum must consult with their counselor to determine the feasibility of changing.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year<sup>3</sup> to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each.

This may be accomplished through any or all of the following means.<sup>4</sup>

\*Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;

\*Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;

\*Discussions held by the school's counselors with students and their parents; and/or

\*Distribution of a newsletter(s) to parents or guardians of the district's students.

\*The first year of this policy's implementation all employees required to be certified as a condition of their employment shall receive training regarding this policy so that they will be able to help successfully implement it. In subsequent years, administrators, or their designees, shall train newly hired employees, required to be certified as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.<sup>5</sup>

## GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the following categories. A minimum of 22 units is required for graduation for students participating in either the Smart Core or Core curriculum. There are no additions to the 22 units required for graduation by the Arkansas Department of Education. There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

Unless exempted by a student's IEP, all students must successfully pass all end-of-course (EOC) assessments they are required to take or meet the remediation required for the EOC assessment to receive academic credit for the applicable course and be eligible to graduate from high school.<sup>7</sup>

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit (1/2 year)

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

m. Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9

n. Geometry or Investigating Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10

*\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the graduation requirement, but only serve as one unit each toward fulfilling the Smart Core requirement.*

10. Algebra II

11. Choice of: Transitions to College Math, Pre-Calculus, Calculus, Trigonometry, Statistics, Computer Math, Algebra III, or an Advanced Placement math

*(Comparable concurrent credit college courses may be substituted where applicable)*

Natural Science: three (3) units with lab experience chosen from

7. Physical Science

8. Biology or Applied Biology/Chemistry

9. Chemistry

10. Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

7. Civics or Civics/American Government

8. World History

9. American History

Physical Education: one-half (1/2) unit

*Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.*

Health and Safety: one-half (1/2) unit

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

The Smart Core and career focus units must total at least twenty-two (22) units to graduate.

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units

5. Algebra or its equivalent\* - 1 unit

6. Geometry or its equivalent\* - 1 unit

7. All math units must build on the base of algebra and geometry knowledge and skills.

8. (Comparable concurrent credit college courses may be substituted where applicable)

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

6. at least one (1) unit of biology or its equivalent

7. one (1) unit of a physical science

Social Studies: three (3) units

8. Civics or government, one-half (1/2) unit

9. World history, one (1) unit

10. U.S. history, one (1) unit

Physical Education: one-half (1/2) unit

Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

The Core and career focus units must total at least twenty-two (22) units to graduate.

Cross References: Policy 5.16—GRADUATION REQUIREMENTS FOR THE CLASSES OF 2010-11, 2011-12, AND 2012-13

5.11—PROMOTION/RETENTION/COURSE CREDIT FOR ?-12 SCHOOLS

5.12—PROMOTION/RETENTION/COURSE CREDIT FOR K-? SCHOOLS

Legal References: Standards of Accreditation 9.03 – 9.03.1.9, 14.01

ADE Guidelines for the Development of Smart Core Curriculum Policy

Smart Core Informed Consent Form 2010-13

Smart Core Waiver Form 2010-13

Date Adopted: April 2005

Last Revised: June 2012



#### 4.45.1—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS FOR THE CLASS OF 2013-14 AND ALL CLASSES THEREAFTER

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are 18 years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, both a *Smart Core Informed Consent Form* and a *Smart Core Waiver Form* will be sent home with students prior to their enrolling in seventh grade, or when a 7-12 grade student enrolls in the district for the first time and there is not a signed form in the student's permanent record. Parents must sign one of the forms and return it to the school so it can be placed in the students' permanent records.<sup>1</sup> This policy is to be included in student handbooks for grades 6-12 and both students and parents must sign an acknowledgment they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the requirements of their IEP (when applicable) to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the time they are required to sign the consent forms.

While there are similarities between the two curriculum, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum providing they would be able to complete the required course of study by the end of their senior year.<sup>2</sup> Students wishing to change their choice of curriculum's must consult with their counselor to determine the feasibility of changing.

*This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents at least every other year<sup>3</sup> to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.*

*Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each. This may be accomplished through any or all of the following means.<sup>4</sup>*

*\*Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;*

*\*Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter;*

*\*Discussions held by the school's counselors with students and their parents; and/or*

*\*Distribution of a newsletter(s) to parents or guardians of the district's students.*

*\*The first year of this policy's implementation all employees required to be certified as a condition of their employment shall receive training regarding this policy so that they will be able to help successfully implement it. In subsequent years, administrators, or their designees, shall train newly hired employees, required to be certified as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.<sup>5</sup>*

## GRADUATION REQUIREMENTS

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of 22 units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the 22 units required for graduation by the Arkansas Department of Education, the district requires an additional 2 units to graduate for a total of 24 units. The additional required units may be taken from any electives offered by the district.<sup>6</sup> There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

Unless exempted by a student's IEP, all students must successfully pass all end-of-course (EOC) assessments they are required to take or meet the remediation required for the EOC assessment to receive academic credit for the applicable course and be eligible to graduate from high school.<sup>7</sup>

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

o. Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9

p. Geometry or Investigating Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the graduation requirement, but only serve as one unit each toward fulfilling the Smart Core requirement.

12. Algebra II

13. Choice of: Transitions to College Math, Pre-Calculus, Calculus, Trigonometry, Statistics, Computer Math, Algebra III, or an Advanced Placement math

(Comparable concurrent credit college courses may be substituted where applicable)

Natural Science: three (3) units with lab experience chosen from

11. Physical Science

12. Biology or Applied Biology/Chemistry

13. Chemistry

14. Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

10. Civics one-half ( $\frac{1}{2}$ ) unit

11. World History - one unit

12. U. S. History - one unit

Physical Education: one-half ( $\frac{1}{2}$ ) unit

Note: While one-half ( $\frac{1}{2}$ ) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (1/2) unit – dependent upon the certification of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required

Career Focus

elective credits.<sup>8</sup>

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

The Smart Core and career focus units must total at least twenty-two (22) units to graduate.

Additionally, the district requires 2 units for a total of 24 units to graduate which may be taken from any electives offered by the district.<sup>6</sup>

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units

9. Algebra or its equivalent\* - 1 unit

10. Geometry or its equivalent\* - 1 unit

11. All math units must build on the base of algebra and geometry knowledge and skills.

12. (Comparable concurrent credit college courses may be substituted where applicable)

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

8. at least one (1) unit of biology or its equivalent

9. one (1) unit of a physical science

Social Studies: three (3) units

11. Civics one-half (1/2) unit

12. World history, one (1) unit

13. U.S. history, one (1) unit

Physical Education: one-half (1/2) unit

Note: While one-half (1/2) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (1/2) unit

Economics – one half (1/2) unit – dependent upon the certification of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>8</sup>

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

*All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.*

*The Core and career focus units must total at least twenty-two (22) units to graduate.*

*Additionally, the district requires 2 units for a total of 24 units to graduate which may be taken from any electives offered by the district.*<sup>6</sup>

Cross References: Policy 5.16.1—GRADUATION REQUIREMENTS

5.11—PROMOTION/RETENTION/COURSE CREDIT FOR ?-12 SCHOOLS

5.12—PROMOTION/RETENTION/COURSE CREDIT FOR K-? SCHOOLS

Legal References: Standards of Accreditation 9.03 – 9.03.1.9, 14.02

ADE Guidelines for the Development of Smart Core Curriculum Policy

Smart Core Informed Consent Form Beginning 2014

Smart Core Waiver Form Beginning 2014

Date Adopted: April 2005

Last Revised: June 2012

#### 4.46—PLEDGE OF ALLEGIANCE

*The Pledge of Allegiance shall be recited during the first class period of each school day. Those students choosing to participate shall do so by facing the flag with their right hands over their hearts, or in an appropriate salute if in uniform, while reciting the Pledge. Students choosing not to participate shall be quiet while either standing or sitting at their desks.*

*Students shall not be compelled to recite the Pledge, but students who choose not to recite the Pledge shall not disrupt those students choosing to recite the Pledge.*

*Students choosing not to recite the Pledge shall not be subject to any comments, retaliation, or disciplinary action.*

*Legal Reference: A.C.A. § 6-16-108*

*Date Adopted: April 2005*

*Last Revised:*



#### 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES

Students are responsible for conducting themselves in a manner that respects the rights of others. Possession and use of any electronic device, whether district or student owned, that interferes with a positive, orderly classroom environment does not respect the rights of others and is expressly forbidden.

As used in this policy, *-electronic devices?* means anything that can be used to transmit or capture images, sound, or data. Misuse of electronic devices includes, but is not limited to:

4. Using electronic devices during class time in any manner other than specifically permitted by the classroom instructor;
5. Permitting any audible sound to come from the device when not being used for reason #1 above;
6. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, or wrongfully obtaining test copies or scores;
7. Using the device to take photographs in locker rooms or bathrooms;
8. Creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of

oneself or another person.

Use of an electronic device is permitted to the extent it is approved in a student's individualized education program (IEP) or it is needed in an emergency that threatens the safety of students, staff, or other individuals.

Before and after normal school hours, possession of electronic devices is permitted on the school campus. The use of such devices at school sponsored functions outside the regular school day is permitted to the extent and within the limitations allowed by the event or activity the student is attending. The student and/or the student's parents or guardians expressly assume any risk associated with students owning or possessing electronic devices. Students misusing electronic devices shall have them confiscated. Confiscated devices may be picked up at the school's administration office by the student's parents or guardians.<sup>1</sup> Students have no right of privacy as to the content contained on any electronic devices that have been confiscated.<sup>2</sup>

Students who use 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 suspension or expulsion. Students 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 expulsion.<sup>23</sup>

Legal Reference: A.C.A. § 6-18-502 (b)(3)(D)(ii)

Date Adopted: April 2005

Last Revised: June 2012

#### 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING

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

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary. Signs shall be posted on campus buildings and in district vehicles to notify students, staff, and visitors that video cameras may be in use. Parents and students shall also be notified through the student handbook that cameras may be in use in school buildings, on school grounds and in school vehicles. Students will be held responsible for any violations of school discipline rules caught by the cameras and other technologies authorized in this policy.

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. Other than video

recordings being retained under the provisions of this policy's following paragraph, the district's video recordings may be erased any time greater than \_ after they were created.

Videos, automatic identification, or data compilations containing evidence of a violation of student conduct rules 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 student handbook;<sup>2</sup> any release or viewing of such records shall be in accordance with current law.

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

Legal References: 20 USC 1232(g)

34 CFR 99.3, 4, 5, 7, 8, 10, 12, 31

Date Adopted: June 2010

Last Revised: June 2011

#### 4.49—SPECIAL EDUCATION

The district shall provide a free appropriate public education and necessary related services to all children with disabilities residing within the district, required under the Individuals With Disabilities Education Act (-IDEA?), Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and Arkansas Statutes.

It is the intent of the district to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA. For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in state and federal statutes which govern special education. Implementation of an Individualized Education Program (IEP) in accordance with the IDEA satisfies the district's obligation to provide a free and appropriate education under Section 504.

The Board directs the superintendent to ensure procedures are in place for the implementation of special education services and that programs are developed to conform to the requirements of state and federal legislation. The superintendent is responsible for appointing a district coordinator for overseeing district fulfillment of its responsibilities regarding handicapped students.<sup>1</sup> Among the coordinator's responsibilities shall be ensuring district enforcement of the due process rights of handicapped students and their parents.

Legal References: 34 C.F.R. 300 et seq. 42 U.S.C. §12101 et seq. American with Disabilities Act  
29 U.S.C. § 794 Rehabilitation Act of 1973, Section 504, 20 U.S.C. §1400 et seq. Individuals with  
Disabilities Education Act, P.L. 108-446 The 2004 Re-authorization of the Individuals with  
Disabilities Act A.C.A. § 6-41-201 et seq. Date Adopted: June 2010  
Last Revised:

#### 4.50—SCHOOL LUNCH SUBSTITUTIONS

The Earle School District only provides substitute meal components on menus to accommodate students with handicapping conditions meeting the definition of a disability as defined in USDA regulations. A parent/guardian wishing to request such a dietary accommodation must submit a Certification of Disability for Special Dietary Needs Form completed by a licensed physician to the district's Director of Child Nutrition.<sup>1</sup>

The district will not prepare meals outside the normal menu to accommodate a family's religious or personal health beliefs. The District's Food Department Supervisor is responsible for handling this accommodation.

Legal References: Commissioner's Memo FIN-09-044

7 CFR 210.10(g)

Date Adopted: June 2010

Last Revised:

#### 4.51— FOOD SERVICE PREPAYMENT

The Earle School District does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Parents or students choosing to do so may pay weekly or monthly in advance for students' meals.

#### 4.52—STUDENTS WHO ARE FOSTER CHILDREN

The Earle School District will afford the same services and educational opportunities to foster children that are afforded other children and youth. The District shall work with the Department of Human Services (-DHS?), the ADE, and individuals involved with each foster child to ensure that he/she is able to maintain his/her continuity of educational services to the fullest extent that is practical and reasonable.

The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for foster children and youth whose responsibilities shall include ensuring the timely school enrollment of each foster child and assisting foster children who transfer between schools by expediting the transfer of relevant educational records.<sup>1</sup>

The District, working with other individuals and agencies shall, unless the presiding court rules otherwise, ensure that the foster child remains in his/her current school, even if a change in the foster child's placement results in a residency that is outside the district. In such a situation, the District will work to arrange for transportation to and from school for the foster child to the extent it is reasonable and practical.<sup>2</sup>



Upon notification to the District's foster care liaison by a foster child's caseworker that a foster child's school enrollment is being changed to one of the District's schools, the school receiving the child must immediately enroll him/her. Immediate enrollment is required even if a child lacks the required clothing, academic or medical records, or proof of residency.<sup>3</sup>

A foster child's grades shall not be lowered due to absence from school that is caused by a change in the child's school enrollment, the child's attendance at dependency-neglect court proceedings, or other court-ordered counseling or treatment. Any course work completed by the foster child prior to a school enrollment change shall be accepted as academic credit so long as the child has satisfactorily completed the appropriate academic placement assessment.<sup>4</sup>

If a foster child was enrolled in a District school immediately prior to completing his/her graduation requirements while detained in a juvenile detention facility or while committed to the Division of Youth Services of DHS, the District shall issue the child a diploma.

Legal Reference: A.C.A. § 9-28-113

Date Adopted: June 2011

Last Revised:

#### 4.53— PLACEMENT OF MULTIPLE BIRTH SIBLINGS

The parent, guardian or other person having charge or custody of multiple birth siblings in grades pre-K through 6 may request that the multiple birth siblings are placed in either the same or separate classrooms. The request shall be in writing not later than the 14th calendar day prior to the first day of classes at the beginning of the academic year.

The school shall honor the request unless it would require the school to add an additional class to the sibling's grade level. If one parent of multiple birth siblings requests a placement that differs from that of the other parent of the same multiple birth siblings, the school shall determine the appropriate placement of the siblings. The school may change the classroom placement of one or more of the multiple birth siblings if:

There have been a minimum of 30 instructional days since the start of the school year; and

4.55 After consulting with each classroom teacher in which the siblings were placed, the school determines the parent's classroom placement request is:

4.55.1. Detrimental to the educational achievement of one or more of the siblings;

4.55.2. Disruptive to the siblings' assigned classroom learning environment; or

4.55.3. Disruptive to the school's educational or disciplinary environment.

If a parent believes the school has not followed the requirements of this policy, the parent may appeal the multiple birth siblings' classroom placement to the Superintendent. The Superintendent's decision regarding the appeal shall be final.

Legal Reference: A.C.A. § 6-18-106

Date Adopted: June 2011

Last Revised:

## 5.1—EDUCATIONAL PHILOSOPHY

The Earle School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to their maximum potential. The District shall endeavor to create the environment within the schools necessary to attain this goal. The creation of the necessary climate shall be based on the following core beliefs:\*

1. The District's vision statement will be developed with input from students, parents, business leaders, and other community members.
2. All students can be successful learners.
3. Students learn at different rates and in different ways.
4. A primary goal shall be to give students the skills they need to be life-long learners.
5. The education of all citizens is basic to our community's well-being.
6. Student achievement is affected positively by the involvement of parents and the community in the schools.
7. The District is responsible for helping cultivate good citizenship skills in its students.
8. Students reflect the moral and ethical values of their environment.
9. All people have a right to a safe environment.
10. Each person is responsible for his/her own actions.
11. Innovation involves taking risks.
12. Schools are responsible for creating the conditions that promote success.
13. Each person is entitled to retain his/her dignity.

14. All people have the right to be treated with respect and the responsibility to treat others respectfully.

25. For teachers to succeed in cultivating high student achievement, they need to be given the materials, training, and environment necessary to produce such results.

Date Adopted: April 2005

Last Revised:

## 5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Each school in the District shall develop a comprehensive school improvement plan to address deficiencies in student performance based on analysis of students' grade-level benchmark assessments and other relevant data. The purpose of each plan shall be to ensure that all students meet the state assessment standards established by the State Board of Education, as well as student achievement goals established by the District.<sup>1</sup> A cumulative review of all academic improvement plans shall also be part of the data used to develop the comprehensive school improvement plan. Each plan shall be developed with administrator, teacher, other school staff, parent, community, and student (when appropriate) input and shall have as one of its components a plan for a parental involvement program.<sup>2</sup>

Professional development activities are to be designed to meet the needs identified in each schools' plan. Each plan is to be reviewed annually and revised to meet the changing needs reflected in student data. Any school in the District identified by the Arkansas Department of Education as failing to meet the established levels of academic achievement on the state's criterion-referenced tests shall revise its school improvement plan.<sup>3</sup>

The District shall develop, with appropriate staff and community input, a comprehensive district improvement plan. The plan shall coordinate the actions of the various comprehensive school improvement plans within the district. The District plan shall align district resources to help ensure all of its students attain proficiency on the Benchmark exams.<sup>4</sup>

Legal References: A.C.A. § 6-15-404 (i)(1), A.C.A. § 6-15-404 (i)(2)(B), A.C.A. § 6-15-404 (i)(2)(A)(i)(ii), A.C.A. § 6-15-419(2)(B)(iii), A.C.A. § 6-15-419(9), A.C.A. § 6-15-419(12)

ADE Rules Governing the ACTAAP and the Academic Distress Program 3.10, 3.16, 8.0 – 8.04, and 9.04

Arkansas Department of Education Rules for Governing Standards for Accreditation of Arkansas Public Schools and School Districts 7.0, 8.01, and 16.0 – 16.03.5 (The old Standards required the Student Services Plan be included in the ACSIP. While the new Standards do not specifically require it to be included in your ACSIP, prudence would still recommend it.)

Date Adopted: April 2005

Last Revised:

### 5.3—CURRICULUM DEVELOPMENT

*Sequential curricula should be developed for each subject area. Curricula are to be aligned with the curriculum frameworks and used to plan instruction leading to student proficiency on Arkansas' content standards. Curricula should be in alignment with the District's vision, mission, goals, and educational philosophy. Student achievement is increased through an integrated curriculum that promotes continuity and a growth in skills and knowledge from grade to grade and from school to school. Therefore, the Board desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and their corresponding content guides be coordinated effectively.*



The Board of Education is responsible for reviewing and approving all instructional programs offered by the District as well as approving significant changes to courses or course materials before they are implemented. The Superintendent is responsible for making curriculum recommendations. Each school shall review each curriculum area annually to address the continued relevancy, adequacy, and cost effectiveness of individual courses and instructional programs and to ensure each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education,<sup>1</sup> Each school's administration shall implement a monitoring process to ensure that the instructional content of each course offered is consistent with the content standards and curriculum frameworks approved by the State Board of Education.<sup>2</sup> Legal References: Standards of Accreditation 9.01.2, 7.04.2

ADE Rules Governing the ACTAAP and the Academic Distress Program 4.05

A.C.A. § 6-15-101, A.C.A. § 6-15-1505(a), Date Adopted: April 2005

Last Revised:

#### 5.4—STAFF DEVELOPMENT PROGRAM

The District shall develop and implement a plan for the professional development of its licensed 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 licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.<sup>1</sup> Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional

development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or non renewal of the contract of employment.

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's 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 the ADE Rules Governing Professional Development and current 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.<sup>2</sup> 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.

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. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. All licensed personnel shall receive two (2) hours of professional development in teen suicide awareness and prevention one (1) time every five (5) school years which may be obtained by self review of suitable suicide prevention materials approved by ADE.

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. Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by ADE 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 at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall meet the criteria established by ADE Rule which shall be based on the curriculum approved by the Arkansas Child Abuse/Rape/Domestic Violence

Commission. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. 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 anti-bullying 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.

For each administrator, the sixty (60) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management, including without limitation the Initial, Tier 1, and Tier 2 training required for superintendents and district designees by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

The superintendent, assistant superintendent, and grades 7-12 principal, assistant principal and guidance counselor<sup>3</sup> are required to participate in professional development on the availability of, eligibility requirements for, and the process of applying for state-supported student financial assistance. Unless obtained as part of their previous position of employment, affected employees who are new to their position shall receive three (3) hours of such training within the first year in their new position. Subsequently, all affected employees shall receive one (1) hour of such training annually. 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.*

*Licensed 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, ADE Rule, and this policy, 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; parent involvement; building a collaborative learning community; and student health and wellness.

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

ADE Rules Governing Professional Development

ADE Rules Governing the Arkansas Financial Accounting and Reporting

System and Annual Training Requirements

A.C.A. § 6-5-405, 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. § 6-17-708,

A.C.A. § 6-17-1202, A.C.A. § 6-20-2204, A.C.A. § 6-20-2303 (15), A.C.A. § 6-61-133

Date Adopted: April 2005

Last Revised: June 2012



## 5.5—SELECTION/INSPECTION OF INSTRUCTIONAL MATERIALS

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

All instructional materials used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student. For the purposes of this policy, instructional materials is defined as instructional content provided to the student regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats. The term does not include academic tests or academic assessments.

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

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

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

Date Adopted:

Last Revised:

## 5.6—CHALLENGE TO INSTRUCTIONAL/SUPPLEMENTAL MATERIALS

Instructional and supplemental materials are selected for their compatibility with the District's educational program and their ability to help fulfill the District's educational goals and objectives. Individuals wishing to challenge or express concerns about instructional or supplemental materials may do so by filling out a *Challenge to Instructional Material* form available in the school's office. The contesting individual may present a copy of the form to the principal and request a conference be held at a time of mutual convenience. Prior to the conference, the principal shall consult with the teacher regarding the contested material. In the conference, the principal shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the principal shall have five (5) working days to submit a summary of the concerns expressed by the individual and the principal's response to those concerns to the Superintendent.

If the contesting individual is not satisfied with the principal's response, the individual may, after the five (5) working day period, request a meeting with the Superintendent where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Superintendent shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.<sup>2</sup>

Following the conclusion of the meeting, the Superintendent shall have five (5) working days to write a summary of the concerns expressed by the individual and the Superintendent's response to those concerns. The Superintendent shall create a file of his/her response along with a copy of the principal's response and a copy of the contesting individual's *Challenge to Instructional Material* form.

If, after meeting with the Superintendent, the contesting individual is not satisfied with the Superintendent's response regarding the appropriateness of the instructional or supplemental material, he/she may appeal the Superintendent's decision to the Board. The Superintendent shall present the contesting individual's *Challenge to Instructional Material* form to the Board at the next regularly scheduled meeting along with the written responses to the challenge. The Board may elect, if it so chooses, to hear brief verbal presentations from the parties involved in the challenge. The Board shall decide at that meeting or their next regularly scheduled meeting whether to retain the material, limit the availability of the material, or remove the material from the school. The Board's primary consideration in reaching its decision shall be the appropriateness of the material for its intended educational use.

Legal Reference: 20 USCS 1232(h)(c)(C)

Date Adopted: April 2005

Last Revised:

5.6F—REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR  
SUPPLEMENTAL MATERIALS

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

Date submitted: level one \_\_\_\_\_ level two \_\_\_\_\_ level three \_\_\_\_\_

Instructional material being contested:

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

Reasons for contesting the material (be specific):

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

What is your proposed resolution?

\_\_\_\_\_

Signature of receiving principal \_\_\_\_\_

Signature of curriculum coordinator \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date Adopted: April 2005

Last Revised:

## 5.7—SELECTION OF LIBRARY/MEDIA CENTER MATERIALS

The ultimate authority for the selection and retention of materials for the schools' media centers rests with the Board of Education which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

### Selection Criteria

The criteria used in the selection of media center materials shall be that the materials:

M. Support and enhance the curricular and educational goals of the district; N. Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature; O. Contribute to the examination of issues from varying points of

view and help to broaden students understanding of their rights and responsibilities in our society;

P. Help develop critical thinking skills; Q. Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose; R. Have literary merit as perceived by the educational community; and S. Are technically well produced, physically sound (to the extent appropriate), and represent a reasonably sound economic value.

### Retention and Continuous Evaluation

Media center materials shall be reviewed regularly to ensure the continued appropriateness of the center's collection to the school's curriculum and to maintain the collection in good repair. Those materials no longer meeting the selection criteria, have not been used for a long period of time, or are too worn to be economically repaired shall be withdrawn from the collection and disposed of. A record of withdrawn media materials including the manner of their disposal shall be maintained for a period of three years.

### Gifts

Gifts to the media centers shall be evaluated to determine their appropriateness before they are placed in any media center. The evaluation shall use the same criteria as for all other materials considered for inclusion in the media centers. Any items determined to be unacceptable shall be returned to the donor or disposed of at the discretion of the media specialist. The media centers

shall have a list of desired items to give to prospective donors to aid them in their selection of materials to donate.

#### Challenges:

The parent of a student affected by a media selection, or a District employee may formally challenge the appropriateness of a media center selection by following the procedure outlined in this policy. The challenged material shall remain available throughout the challenge process. Before any formal challenge can be filed, the individual contesting (hereinafter complainant) the appropriateness of the specified item shall request a conference through the principal's office with a licensed media center employee. The complainant shall be given a copy of this policy and the *Request for Formal Reconsideration Form* prior to the conference.

The meeting shall take place at the earliest possible time of mutual convenience, but in no case later than five (5) working days from the date of the request unless it is by the choice of the complainant. In the meeting, the media specialist shall explain the selection criteria and how the challenged material fits the criteria. The complainant shall explain his/her reasons for objecting to the selected material. If, at the completion of the meeting, the complainant wishes to make a formal challenge to the selected material, he/she may do so by completing the *Request for Formal Reconsideration Form* and submitting it to the principal's office. To review the contested media, the principal shall select a committee of five (5) or seven (7) licensed personnel consisting of the principal as chair and at least one media specialist. The remaining



*committee members shall be personnel with curriculum knowledge appropriate for the material being contested and representative of diverse viewpoints.*

The task of the committee shall be to determine if the challenged material meets the criteria of selection. No material shall be withdrawn solely for the viewpoints expressed within it and shall be reviewed in its entirety and not selected portions taken out of context. The principal shall convene a meeting after a reasonable time for the committee members to adequately review the contested material and the *Request for Formal Reconsideration Form* submitted by the complainant. The complainant shall be allowed to present the complaint to the committee after which time the committee shall meet privately to discuss the material. The committee shall vote by secret ballot to determine whether the contested material shall be removed from the media center's collection. A member from the voting majority shall write a summary of the reasons for their decision. A notice of the committee's decision and the summary shall be given (by hand or certified mail) to the complainant. If the decision is to not remove the material, the complainant may appeal the committee's decision to the district Board of Directors by filing a written appeal to the Superintendent within 5 working days of the committee's decision or of written receipt of the decision. The Superintendent shall present the original complaint and the committee's decision along with the summary of its reasons for its position plus a recommendation of the administration, if so desired, to the Board within 15 days of the committee's decision. The Board shall review the material submitted to them by the Superintendent and make a decision within thirty (30) days of receipt of the information. The Board's decision is final.

Legal Reference: A.C.A. § 6-25-101 et seq.

Date Adopted: April 2005

Last Revised:

5.7F—REQUEST FOR RECONSIDERATION OF LIBRARY/MEDIA CENTER MATERIALS

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

Date submitted: \_\_\_\_\_

Media Center material being contested:

---

---

Reasons for contesting the material. (Be specific about why you believe the material does not meet the selection criteria listed in policy 5.7—*Selection of Library/Media Center Materials*):

---

---

What is your proposed resolution?

---

---

---

---

Signature of receiving  
principal \_\_\_\_\_

Signature of Superintendent (if appealed)

Date Adopted: April 2005

Last Revised:

## 5.8—USE OF COPYRIGHTED MATERIALS

The Board of Education encourages the enrichment of the instructional program through the proper use of supplementary materials. To help ensure the appropriate use of copyrighted materials, the Superintendent, or his designee, will provide district personnel with information regarding the -fair use? doctrine of the U.S. Copyright Code as detailed in the -Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with Respect to Books and Periodicals? And -Guidelines for Educational Uses of Music.?

The District will not be responsible for any employee violations of the use of copyrighted materials.

Legal Reference: 17 USCS § 101 to 1010 (Federal Copyright Law of 1976)

Date Adopted: April 2005

Last Revised:

## 5.9—COMPUTER SOFTWARE COPYRIGHT

The District shall observe copyright laws governing computer software reproduction. Unless specifically allowed by the software purchase agreement, the Copyright Act allows the purchaser of software to:

1. Make one copy of software for archival purposes in case the original is destroyed or damaged through mechanical failure of a computer. However, if the original is sold or given away, the archival copy must be destroyed;
2. Make necessary adaptations to use the program; and/or
3. Add features to the program for specific applications. These improvements may not be sold or given away without the copyright owner's permission.

The District shall abide by applicable licensing agreements before using computer software on local area or wide-area networks.

Legal Reference: 17 USC § 117 Amended Dec. 12, 1980

Date Adopted: April 2005

Last Revised:

## 5.10—RELIGION IN THE SCHOOLS

The First Amendment of the Constitution states that -Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof...? As the Supreme Court has stated (*Abington School District v. Schempp*, 374 U.S. 203) the Amendment thus, -embraces two concepts-freedom to believe and freedom to act. The first is absolute but, in the nature of things, the second cannot be.? Therefore, it is the Board's policy that the school system, as an agency of the government, shall be neutral in matters regarding religion and will not engage in any activity that either advocates or disparages religion. The District shall assume no role or responsibility for the religious training of any student.

The need for neutrality does not diminish our school system's educational responsibility to address the historical role of religion in the development of our culture. Since we live in a diverse society, the District's goal shall be to address the subject of religion objectively in such a way that it promotes an understanding of, and tolerance for, each otherss religious or non-religious views. Discussions concerning religious concepts, practices, or disciplines are permissible when presented in a secular context in their relation to an inclusive study of religion or to the study of a particular region or country.

The discussions shall be such that they are objective and academically informational and do not advocate nor denigrate any particular form of religious practice Accommodation will be considered for those portions of instructional activities in the schools that unduly burden a student's sincere religious belief provided such accommodation doesn't amount to a significant

change in curriculum, program, or course of instruction and when it is possible that a substitution of equally rigorous material that advances the same instructional goals can be arranged.

Parents and students are advised that such accommodations are easier to grant when the objection is to non-state mandated Framework material than if the material is required by the Frameworks.

A student or the student's parent can request the student's teacher accommodate the student's objection based on a religious belief to an instructional activity. Any such request must be made at least 25 school days prior to the assignment's due date. Any objection must be raised in accordance with this policy's requirements or it will not be considered.<sup>1</sup>

Upon receiving such a request, the student's teacher shall determine within five (5) work days if an accommodation is possible under the provisions of this policy. If the teacher decides an accommodation cannot be made or if the student or the student's parent believes the accommodation to be unreasonable, the student or the student's parent may request a conference with the teacher and the teacher's principal.

A requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The principal shall have five (5) working days in which to make a decision on the appeal. If the student, the student's parent, or the teacher is unsatisfied with the principal's decision, it may be appealed to the District Superintendent who shall convene a conference between the student, the parent and the teacher. The requested



conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The Superintendent shall have five (5) working days in which to make a decision on the appeal which shall be final with no further right of appeal.

The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.\*

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

\*Legal Reference: A.C.A. § 6-10-115

Date Adopted: April 2005

Last Revised: June 2012

## 5.11—PROMOTION/RETENTION/COURSE CREDIT FOR 7-12 SCHOOLS

*A disservice is done to students through social promotion and is prohibited by state law. The Earle School District shall, at a minimum, evaluate each student annually in an effort to help each student who is not performing at grade level. Each school in the Earle School District shall include in the student handbook, the criteria for promotion of students to the next grade as well as the criteria for being required to retake a course, if applicable. Parents or guardians shall be kept informed concerning the progress of their student(s). Notice of a student's possible retention or required retaking of a course shall be included with the student's grades sent home to each parent/guardian or the student if 18 or older. Parent-teacher conferences are encouraged and may be held as necessary in an effort to improve a student's academic success.*

*Promotion or retention of students, or their required retaking of a course shall be primarily based on the following criteria.<sup>1</sup> If there is doubt concerning the promotion or retention of a student, or their required retaking of a course, a conference between the parents/guardians, teacher(s), other pertinent personnel, and principal shall be held before a final decision is made. The conference shall be held at a time and place that best accommodates those participating in the conference. The school shall document participation or non-participation in required conferences. If the conference attendees fail to agree concerning the student's placement, the final decision to promote or retain shall rest with the principal or his/her designee.*

Students who do not score proficient or above on their grade level Benchmark Exams shall be required to participate in an Academic Improvement Plan (AIP). Each AIP shall be developed by school personnel and the student's parents and shall be designed to assist the student in attaining the expected achievement level. The AIP shall also state the parent's role as well as the consequences for the student's failure to participate in the plan, which shall include the student's retention in their present grade.<sup>2</sup>

All students must successfully pass all general EOC assessments they are required to take, unless exempted by the student's individualized education program (IEP). To receive academic credit in a course requiring a student to take a general EOC assessment, the student must either receive a passing score on the initial assessment or successfully participate in the remediation program identified in his/her Individualized Academic Improvement Plan (IAIP). A student is not eligible to graduate if he/she fails to receive academic credit in a course requiring a general EOC. Additionally, the lack of credit could jeopardize their the student's grade promotion or classification.

Unless exempted by the student's IEP, all students must successfully pass the Algebra I EOC<sub>3</sub> assessment to receive academic credit for the course and be eligible to graduate from high school. This is a high stakes assessment and students failing to receive a passing score the first time they take the assessment must receive a passing score on a subsequent assessment or on an alternative assessment as provided by law.<sup>4</sup>

*Students from an Arkansas public school who have completed and received credit on an Algebra 1 EOC assessment prior to the 2009-10 school year are not required to take the high stakes Algebra 1 EOC. Students not in grades 10, 11, or 12 in the 2009-10 school year who have taken Algebra 1 but not received proper academic credit on their transcript for the course are now required to take the high stakes Algebra 1 test before they can receive academic credit for the course.*

*Students transferring into the district from an out-of-state public, private, or home school or an Arkansas private or home school who can demonstrate by an official transcript that he/she has received academic credit for Algebra 1 is not required to take the Algebra 1 high stakes end of course assessment. The District, however, has the right to assess the student's education status to determine if the student possesses the requisite passing knowledge of Algebra 1.*

*A student transferring into the Earle School District who does not have academic credit in Algebra 1 must take the Algebra 1 high stakes EOC assessment and meet its requirements to be eligible for graduation.*

Promotion/retention or graduation of students with an Individual Educational Plan (IEP) shall be based on their successful attainment of the goals set forth in their IEP.

.Cross References: 3.30—PARENT-TEACHER COMMUNICATION

4.45—SMART CORE CURRICULUM AND GRADUATION  
REQUIREMENTS

Legal References: A.C.A. § 6-15-402, A.C.A. § 6-15-404, A.C.A. § 6-15-1602, A.C.A. § 6-15-2001, A.C.A. § 6-15-2005, A.C.A. § 6-15-2009

State Board of Education: Standards of Accreditation 12.04.3

ADE Rules Governing the ACTAAP and the Academic Distress Program 7.02-

7.02.9, 7.03-7.03.7.3

Arkansas Department of Education Rules Governing Public School End-Of-

Course Assessments and Remediation 4.0 and 5.0

Date Adopted: April 2005

Last Revised: June 2012

## 5.12—PROMOTION/RETENTION/COURSE CREDIT FOR K-6 SCHOOLS

*A disservice is done to students through social promotion and is prohibited by state law. The District shall, at a minimum, evaluate each student annually in an effort to help each student who is not performing at grade level. Each school in the Earle School District shall include in the student handbook, the criteria for promotion of students to the next grade. Parents or guardians shall be kept informed concerning the progress of their student(s). Notice of a student's possible retention shall be included with the student's grades sent home to each parent/guardian. Parent-teacher conferences are encouraged and may be held as necessary in an effort to improve a student's academic success.*

*Promotion or retention of students shall be primarily based on the following criteria.<sup>1</sup> If there is doubt concerning the promotion or retention of a student, before a final decision is made, a conference between the parents/guardians, teacher(s), other pertinent personnel, and principal shall be held. The conference shall be held at a time and place that best accommodates those participating in the conference. The school shall document participation or non-participation in required conferences. If the conference attendees fail to agree concerning the student's placement, the final decision to promote or retain shall rest with the principal.*

*Students who do not score proficient or above on their grade level Benchmark Exams shall be required to participate in an Academic Improvement Plan (AIP). Each AIP shall be developed by school personnel and the student's parents and shall be designed to assist the student in attaining the expected achievement level. The AIP shall also state the parent's role as well as the*

consequences for the student's failure to participate in the plan, which shall include the student's retention in their present grade.

In addition to the Benchmark Exam requirements, students who take a course requiring a general end-of-course (EOC) assessment must receive a score of proficient on the initial assessment or successfully participate in an Individualized Academic Improvement Plan (AIP) created for them to receive academic credit for the course and to be able to graduate. If the course is Algebra 1, the student must take the high stakes EOC assessment and receive a score of passing on the original or a subsequent assessment or receive a passing score on an alternative assessment as provided by law to be able to receive academic credit for the course and to be able to graduate.<sup>2</sup>

Promotion/retention or graduation of students with an Individual Educational Plan (IEP) shall be based on their successful attainment of the goals set forth in their IEP.

Cross References: 3.30—PARENT-TEACHER COMMUNICATION

5.11—PROMOTION/RETENTION/COURSE CREDIT FOR K-12 SCHOOLS

Legal References: A.C.A. § 6-15-402, A.C.A. § 6-15-404, A.C.A. § 6-15-1602, A.C.A. § 6-15-2001, A.C.A. § 6-15-2005, A.C.A. § 6-15-2009

State Board of Education: Standards of Accreditation 12.04.3

ADE Rules Governing the ACTAAP and the Academic Distress Program 7.02-7.02.9, 7.03-7.03.7.3

Arkansas Department of Education Rules Governing Public School End-Of-

Course Assessments and Remediation 4.0 and 5.0

Date Adopted: April 2005

Last Revised: June 2012



5.13—SUMMER SCHOOL (option #1)

Students in kindergarten through third grade (K-3) not performing at grade level during the regular school year shall successfully participate in a summer school remediation program to be eligible for promotion to the next grade. Transportation to and from the school shall be the responsibility of the student's parent or guardian.

Legal Reference: A.C.A. § 6-16-705

Date Adopted: April 2005 Last Revised:

#### 5.14—HOMEWORK

Homework is considered to be part of the educational program of the Earle School District. Assignments shall be an extension of the teaching/learning experience that promotes the student's educational development. As an extension of the classroom, homework must be planned and organized and should be viewed by the students as purposeful.

Teachers should be aware of the potential problem students may have completing assignments from multiple teachers and vary the amount of homework they give from day to day. Parents shall be notified of this policy at the beginning of each school year. Legal Reference: State Board of Education Rules & Regulations: Accreditation Standards 10.07

Date Adopted:

Last Revised:

## 5.15—GRADING

Parents or guardians shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, or teachers. If the progress of a student is unsatisfactory in a subject, the teacher shall attempt to schedule a parent-teacher conference. In the conference, the teacher shall explain the reasons for difficulties and shall develop, cooperatively with the parents, a plan for remediation which may enhance the probability of the student succeeding. The school shall also send timely progress reports and issue grades for each nine weeks grading period\*<sup>1</sup> to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster care shall not be lowered due to an absence from school due to:

(1) A change in the child's school enrollment;

(2) The child's attendance at a dependency-neglect court proceeding; or

(3) The child's attendance at court-ordered counseling or treatment. The grading scale for all schools in the district shall be as follows.

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69–60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be;

A = 4 points

B = 3 points

C = 2 points

D = 1 point

F = 0 points

The grade point values for Advanced Placement (AP), International Baccalaureate (IB), and approved honor courses shall be one point greater than for regular courses with the exception that an F shall still be worth 0 points. The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the district with those earned outside the district. Each final grade will be the sum of the percentage of days in the grading period transferred from outside the district times the transferred grade from outside the district plus the percentage of days in the grading period while in the district times the grade earned in the district.

For example: The grading period had 40 days. A student transferred in with a grade of 83% earned in 10 days at the previous school. The student had a grade of 75% in our district's school earned in the remaining 30 days of the grading period. 10 days is 25% of 40 days while 30 days is 75% of 40 days. Thus the final grade would be  $.25 (83) + .75 (73) = 75.5\%$ .

Legal References: A.C.A. § 6-15-902

A.C.A. § 9-28-113(f)

State Board of Education: Standards of Accreditation 12.02

Arkansas Department of Education Rules and Regulations Governing Uniform Grading Scales for Public Secondary Schools

Date Adopted: April 2005

Last Revised: June 2012

5.16—GRADUATION REQUIREMENTS FOR THE CLASSES OF 2010-11, 2011-12, AND 2012-13

The number of units students must earn to be eligible for high school graduation are to be earned from the following categories. A minimum of 22 units is required for graduation for student participating in either the Smart Core or Core curriculum. There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements.

The provisions of a student's Individualized Education Plan (IEP) serve as his/her graduation plan. Additionally, unless exempted by a student's IEP, all students must successfully pass all end-of-course (EOC) assessments they are required to take or meet the remediation required for the EOC assessment to receive academic credit for the applicable course and be eligible to graduate from high school.<sup>2</sup>

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit (1/2 year)

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9 Geometry or Investigating Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the graduation requirement, but only serve as one unit each toward fulfilling the Smart Core requirement.

Algebra II

Choice of: Transitions to College Math, Pre-Calculus, Calculus, Trigonometry, Statistics,

Computer Math, Algebra III, or an Advanced Placement math

(Comparable concurrent credit college courses may be substituted where applicable)

Natural Science: three (3) units with lab experience chosen from

Physical Science

Biology or Applied Biology/Chemistry

Chemistry

Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

Civics or Civics/American Government

World History

American History

Physical Education: one-half (1/2) unit

Health and Safety: one-half (1/2) unit

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

The Smart Core and career focus units must total at least twenty-two (22) units to graduate.

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units

Algebra or its equivalent\* - 1 unit

Geometry or its equivalent\* - 1 unit

All math units must build on the base of algebra and geometry knowledge and skills.

(Comparable concurrent credit college courses may be substituted where applicable)

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units at least one (1) unit of biology or its equivalent one (1) unit of a physical science

Social Studies: three (3) units



(E) Civics or government, one-half (1/2) unit

(F) World history, one (1) unit

(G) U.S. history, one (1) unit

Physical Education: one-half (1/2) unit

Health and Safety: one-half (1/2) unit

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

*All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.*

*The Core and career focus units must total at least twenty-two (22) units to graduate.*

Cross Reference: Policy 4.45 SMART CORE CURRICULUM AND GRADUATION  
REQUIREMENTS FOR THE CLASSES OF 2010-11, 2011-12, AND 2012-13

Legal Reference: State Board of Education; Standards of Accreditation 14.01

Date Adopted: April 2005

Last Revised: June 2012

5.16.1—GRADUATION REQUIREMENTS FOR THE CLASS OF 2013-14 AND ALL CLASSES THEREAFTER

The number of units students must earn to be eligible for high school graduation are to be earned from the categories listed below. A minimum of 22 units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the 22 units required for graduation by the Arkansas Department of Education, the district requires an additional 2 units to graduate for a total of 24 units. The additional required units may be taken from any electives offered by the district.<sup>1</sup> There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements. The provisions of a student's Individualized Education Plan (IEP) serve as his/her graduation plan. Additionally, unless exempted by a student's IEP, all students must successfully pass all end-of-course (EOC) assessments they are required to take or meet the remediation required for the EOC assessment to receive academic credit for the applicable course and be eligible to graduate from high school.<sup>2</sup>

SMART CORE: Sixteen (16) units

English: four (4) units – 9th, 10th, 11th, and 12th

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11

or 12 and complete Algebra II.)

17. Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9

18. Geometry or Investigating Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the graduation requirement, but only serve as one unit each toward fulfilling the Smart Core requirement.

15. Algebra II

16. Choice of: Transitions to College Math, Pre-Calculus, Calculus, Trigonometry, Statistics, Computer Math, Algebra III, or an Advanced Placement math

(Comparable concurrent credit college courses may be substituted where applicable)

Natural Science: three (3) units with lab experience chosen from

17. Physical Science

18. Biology or Applied Biology/Chemistry

19. Chemistry

20. Physics or Principles of Technology I & II or PIC Physics

Social Studies: three (3) units

13. Civics one-half (1/2) unit

14. World History - one unit

15. U. S. History - one unit

Physical Education: one-half (1/2) unit

Health and Safety: one-half (1/2) unit

Economics – one half (1/2) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>10</sup>

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

The Smart Core and career focus units must total at least twenty-two (22) units to graduate.

Additionally, the district requires 2 units for a total of 24 units to graduate which may be taken from any electives offered by the district.<sup>11</sup>

CORE: Sixteen (16) units

English: four (4) units – 9, 10, 11, and 12

Oral Communications: one-half (1/2) unit

Mathematics: four (4) units

18. Algebra or its equivalent\* - 1 unit

19. Geometry or its equivalent\* - 1 unit

20. All math units must build on the base of algebra and geometry knowledge and skills.

21. (Comparable concurrent credit college courses may be substituted where applicable)

\*A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

11. at least one (1) unit of biology or its equivalent

12. one (1) unit of a physical science

Social Studies: three (3) units

(H) Civics one-half (1/2) unit

(I) World history, one (1) unit

(J) U.S. history, one (1) unit

Physical Education: one-half (1/2) unit

Health and Safety: one-half (1/2) unit

Economics – one half (1/2) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required

Career Focus elective credits.<sup>3</sup>

Fine Arts: one-half (1/2) unit

CAREER FOCUS: - Six (6) units

*All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.*

*The Core and career focus units must total at least twenty-two (22) units to graduate.*

*Additionally, the district requires 2 units for a total of 24 units to graduate which may be taken from any electives offered by the district.<sup>1</sup>*

Cross Reference: Policy 4.45.1 SMART CORE CURRICULUM AND GRADUATION  
REQUIREMENTS FOR THE CLASS OF 2013-14 AND ALL CLASSES  
THEREAFTER

Legal Reference: State Board of Education; Standards of Accreditation 14.02

Date Adopted: April 2005

Last Revised: June 2012

5.17F— HONOR ROLL AND GRADUATE OPT OUT FORM

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to having the student named below publicly identified as an honor roll or honor graduate student.

Name of student (Printed)

\_\_\_\_\_

Signature of parent (or student, if 18 or older)

\_\_\_\_\_

Date form was filed (To be filled in by office personnel)

## 5.18—HEALTH SERVICES

The Earle School Board believes that healthy children promote a better learning environment, are more capable of high student achievement, and will result in healthier, more productive adults.

Therefore, the goal of the District's health services is to promote a healthy student body. This requires both the education of students concerning healthy behaviors, as well as providing health care services to pupils. While the school nurse is under the supervision of the school principal, the delegation of health care duties shall be in accordance with the Arkansas Nurse Practice Act and the Arkansas State Board of Nursing Rules and Regulations Chapter Five: Delegation of Nursing Care.

Date Adopted: April 2005

Last Revised:



## 5.19—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

The Earle School Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student's educational experience. At the same time, the Board believes that a student's participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments excepted)\*. Additionally, a student's participation in, and the District's operation of, extracurricular activities shall be subject to the following policy. All students meeting this policy's criteria are eligible for extracurricular activities.

### Definitions:

Extracurricular activities are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, interscholastic athletics, cheerleader, band, choral, math, or science competitions, and club activities.

Academic Courses are those courses for which class time is scheduled, which can be credited to meet the minimum requirements for graduation, which is taught by a teacher required to have State certification in the course, and has a course content guide which has been approved by the

Arkansas Department of Education. Any of the courses for which concurrent high school credit is earned may be from an institution of higher education recognized by the Arkansas Department of Education. If a student passes an academic course offered on a block schedule, the course can be counted twice toward meeting the requirement for students to pass four (4) academic courses per semester as required by this policy.

Supplemental Improvement Program is an additional instructional opportunity for identified students outside of their regular classroom and meets the criteria outlined in the current Arkansas Activities Association Handbook.

#### ACADEMIC REQUIREMENTS: Junior High

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements.

A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the first semester. The second semester eighth-grade student meets the scholarship requirements

for junior high if he/she has successfully passed four (4) academic courses the previous semester, three

(3) of which shall be in the core curriculum areas specified by the Arkansas Department of Education's Standards of Accreditation of Arkansas Public Schools.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester, three (3) of which shall be in the core curriculum areas specified by the Arkansas Department of

Education's Standards of Accreditation of Arkansas Public Schools.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth grade year.

#### ACADEMIC REQUIREMENTS: Senior High

In order to remain eligible for competitive interscholastic activity, a student must have passed (4)

academic courses the previous semester and either:

54. Have earned a minimum Grade Point Average of 2.0 from all academic courses the previous semester; or

55. If the student has passed four (4) academic courses the previous semester but does not have a 2.0

GPA the student must be enrolled and successfully participating in a supplemental instruction program to maintain their competitive interscholastic extracurricular eligibility.

#### STUDENTS WITH AN INDIVIDUAL EDUCATION PROGRAM

In order to be considered eligible to participate in competitive interscholastic activities, students with disabilities must pass at least four (4) courses per semester as required by their individual education

program (IEP).

#### ARKANSAS ACTIVITIES ASSOCIATION

*In addition to the foregoing rules, the district shall abide by the rules and regulations of the Arkansas*

*Activities Association (AAA) governing interscholastic activities.*

*Legal References: State Board of Education Standards for Accreditation 10.05 and 10.06*

*Arkansas Activities Association Handbook*

*Date Adopted: April 2005*

*Last Revised:*

## 5.19.1—EXTRACURRICULAR ACTIVITIES – ELEMENTARY

The Earle School Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student's educational experience. At the same time, the Board believes that a student's participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity<sup>1</sup> (tournaments or other similar events) excepted with approval of the Superintendent. All students are eligible for extracurricular activities specifically designed for eligibility on the basis of criteria outlined in this policy.

A student may lose his/her eligibility to participate in extracurricular activities when, in the opinion of the school's administration, the student's participation in such an activity may adversely jeopardize his/her academic achievement. Students may also be denied permission to participate in extracurricular activities as a consequence of disciplinary action taken by the administration for inappropriate behavior.<sup>3</sup>

For the purposes of this policy, extracurricular activities are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples

include, but are not limited to, interscholastic athletics, cheerleader, band, choral, math, or science competitions, and club activities.

Legal References: State Board of Education Standards for Accreditation 10.05 and 10.06

Date Adopted: April 2005

Last Revised:

## 5.20—DISTRICT WEB SITE

The Earle School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district web site by establishing guidelines for their construction and operation. The Earle School District web site shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site.<sup>1</sup> The web site shall not use -cookies? to collect or retain identifying information about visitors to its web site nor shall any such information be given to -third parties.? Any data collected shall be used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.<sup>2</sup>

Each school's web page shall be under the supervision of the school's Web Master and the District's web site shall be under the supervision of the District's Web Master. They shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end the District and School Web Masters shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral. District and school web pages shall also conform to the following guidelines. s. All pages on the District's web site may contain advertising and links only to educational sources. t. The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The

District's home page may also include links to educational extracurricular organization's web pages which shall also link back to the District's home page.

. Photos along with the student's name shall only be posted on web pages after receiving written permission from the student or their parents if the student is under the age of 18.<sup>3</sup>

The District's web server shall host the Earle School District's web site.<sup>4</sup>

No web page on the District web site may contain public message boards or chat rooms.

All web pages on the District web site shall be constructed to download in a reasonable length of time.

The District's home page shall contain a link to a privacy policy notice which must be placed in a clear and prominent place and manner.<sup>5</sup>

With the exception of students who may retain the copyright of material they have created that is displayed on a District web page, all materials displayed on the District web site are owned by Earle School District.

Included on the District's web site shall be:<sup>6</sup>

Minutes of regular and special meetings of the school board;

The budget for the ensuing year;

A financial breakdown of monthly expenditures of the district;

The salary schedule for all employees;

The district's yearly audit;

The annual statistical report of the district.



Legal References: A.C.A. § 6-13-620 (13)

20 U.S.C. § 1232 g

15 U.S.C. § 6501 (COPPA)

Date Adopted: April 2005

Last Revised: June 2010

5.20 F1—PERMISSION TO DISPLAY PHOTO OF STUDENT ON WEB SITE

I hereby grant permission to the Earle School District to display the photograph or video clip of me/my student, if student is under the age of {18}) on the District's web site, including any page on the site, or in other District publications without further notice. I also grant the Earle School District the right to edit the photograph or video clip at its discretion.

The student's name may be used in conjunction with the photograph or video clip. It is understood, however, that once the photograph or video clip is displayed on a web site, the District has no control over how the photograph or video clip is used or misused by persons with computers accessing the District's web site.

\_\_\_\_\_

Name of student (Printed)

\_\_\_\_\_

Signature of student (only necessary if student is over 18)

\_\_\_\_\_

Signature of parent (required if student is under 18)

Date

\_\_\_\_\_

## 5.20.1—WEB SITE PRIVACY POLICY\*

The Earle School District operates and maintains a web site for the purpose of informing the citizens of the district about its activities. The web site does not use -cookies? or ISP addresses to collect or retain personally identifying information about visitors to its web site nor is any such information given to -third parties.? Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose. Photographs of students, when associated with the student's name, shall not be displayed on any page of the district's web site without the prior written consent of the parent (or the student if 18 or older). The site provides for email communication between the District and individuals for the purpose of exchanging information regarding the District and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff. 1

Legal Reference: 15 U.S.C. § 6501 (COPPA)

Date Adopted:

Last Revised:

## 5.21—ADVANCED PLACEMENT

Students who take advanced placement courses,<sup>1</sup> International Baccalaureate courses, or honors courses approved for weighted credit by the Arkansas Department of Education shall be graded according to the following schedule.

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69–60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be

A = 5 points

B = 4 points

C = 3 points

D = 2 point

F = 0 points

Students taking AP or International Baccalaureate courses shall receive weighted credit as described in this policy. Credit shall be given for each grading period during the course of the year, but shall be retroactively removed from a student's grade for any course in which the student fails to take the applicable AP exam. Students who do not take the AP exam shall receive the same numeric value for the grade he/she receives in the course as if it were a non-AP

course.<sup>2</sup> Students who transfer into the district will be given weighted credit for the Advanced Placement courses, International Baccalaureate courses, honors courses approved by the Arkansas Department of Education, and concurrent college courses taken for weighted credit at his/her previous school(s) according to the preceding scale.

Legal References: Arkansas Department of Education Rules and Regulations Governing Uniform

Grading Scales for Public Secondary Schools

ADE Rules Governing Advanced Placement Courses in the Four Core Areas in High School

A.C.A. § 6-15-902(c)(1)

A.C.A. § 6-16-806

Date Adopted:

Last Revised:

## 5.22—CONCURRENT CREDIT

A ninth through twelfth grade student who successfully completes a college course(s) from an institution approved by the Arkansas Department of Education shall be given credit toward high school grades and graduation at the rate of one-half (1/2) high school credit for each three (3) semester hours of college credit. Unless approved by the school's principal, prior to enrolling for the course, the concurrent credit shall be applied toward the student's graduation requirements as an elective.

Students are responsible for having the transcript for the concurrent credit course(s) they've taken sent to their school in order to receive credit for the course(s). Credit for concurrent credit courses will not be given until a transcript is received. Transcripts for students who take concurrent credit courses as partial fulfillment of the required full day of class for students in grades 9-12 (see Policy 4.44) are to be received by the school within \_\_\_ school days of the end of the semester in which the course is taken.<sup>1</sup>

*Students may not receive credit for the course(s) they took or the credit may be delayed if the transcripts are not received in time, or at all. This may jeopardize students' eligibility for extracurricular activities, graduation, or \_\_\_\_.*<sup>2</sup>

*Students will retain credit applied toward a course required for high school graduation from a previously attended, accredited, public school. Any and all costs of higher education courses taken for concurrent credit are the student's responsibility.*

*Legal References: A.C.A. § 6-15-902(c)(2)*

*Arkansas Department of Education Rules and Regulations: Concurrent College and High School Credit for Students Who Have Completed the Eighth Grade*

*Date Adopted: 04/2005*

*Last Revised:*

## 5.23—EQUIVALENCE BETWEEN SCHOOLS #1\*

The Earle School District is committed to providing a quality education for all students in each of the district's schools. The equitable distribution of district resources is one means the district shall use to ensure all of its students receive a quality education. The Board directs that services in Title I schools, when taken as a whole, be at least comparable to services in schools that are not receiving Title I funds. Curriculum materials, instructional supplies, and the percentages of highly qualified personnel shall be equivalent between all schools in the district when compared on a grade-span by grade-span basis<sup>1</sup>, school-by-school basis<sup>1</sup>. Specifically, the goal of the district is to have its students given an equitable opportunity to learn regardless of the school they attend within the district.



The Board understands that the equivalence between schools shall not be measured by such things as

\*Changes in enrollment after the start of the school year;

\*Varying costs associated with providing services to children with disabilities,

\*Unexpected changes in personnel assignments occurring after the beginning of the school year;

\*Expenditures on language instruction education programs and;

\*Other expenditures from supplemental State or local funds consistent with the intent of Title 1.

Legal Reference: 20 USC § 6321(a),(b), and (c) [NCLB Act of 2001 Section 1120A ]

Date Adopted:

Last Revised:

## 5.23—EQUIVALENCE BETWEEN SCHOOLS #2\*

The Earle School District is committed to providing a quality education for all students in each of the district's schools. The equitable distribution of district resources is one means the district shall use to ensure all of its students receive a quality education. The Board directs that services in Title I schools, when taken as a whole, are substantially comparable to services in schools that are not receiving Title I funds. Curriculum materials, instructional supplies, and the percentages of highly qualified personnel shall be equivalent between all schools in the district when compared on a grade-span by grade-span basis<sup>1</sup>, school-by-school basis<sup>1</sup>. Specifically, the goal of the district is to have its students given an equitable opportunity to learn regardless of the school they attend within the district.

The Board understands that the equivalence between schools shall not be measured by such things as

- \*Changes in enrollment after the start of the school year;
- \*Varying costs associated with providing services to children with disabilities,
- \*Unexpected changes in personnel assignments occurring after the beginning of the school year;
- \*Expenditures on language instruction education programs and;
- \*Other expenditures from supplemental State or local funds consistent with the intent of Title I.

Legal Reference: 20 USC § 6321(a),(b), and (c) [NCLB Act of 2001 Section 1120A

Date Adopted:

Last Revised:

## 5.24—STUDENT PARTICIPATION IN SURVEYS

*Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:*

- \*political affiliations;*
- \*mental and psychological problems potentially embarrassing to the student or his family;*
- \*sex behavior and attitudes;*
- \*illegal, anti-social, self-incriminating, and demeaning behavior;*
- \*critical appraisals of other individuals with whom respondents have close family relationships;*
- \*legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;*
- \*religious practices, affiliations, or beliefs of the student or student's parent; or*
- \*income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).*

*Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of the survey. The school shall not penalize students whose parents/guardians exercise this option. The school shall take*

reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to do so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10)\* days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire. The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA). Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following;

\*A student's name;

\*The name of the student's parent or member of the student's family;

\*The address, telephone number, or email address of a student or a member of a student's family;

*\*A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;*

*\*Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.*

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

Legal References: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c)

(1)(A)(i)(ii)(B), (2)(A)(i)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)]

ACA § 6-18-1301 et seq.

Date Adopted:

Last Revised:

5.24F1—OBJECTION TO PARTICIPATION IN SURVEYS, ANALYSIS, OR EVALUATIONS

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to participation by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey \_\_\_\_\_

All surveys

\_\_\_\_\_

Name of student (Printed)

\_\_\_\_\_

Signature of parent (or student, if 18 or older)

\_\_\_\_\_

Date form was filed (To be filled in by office personnel)

5.24F2—PERMISSION TO PARTICIPATE IN A SURVEY, ANALYSIS, OR  
EVALUATION

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of survey \_\_\_\_\_

Name of student (Printed) \_\_\_\_\_

Signature of parent (or student, if 18 or older) \_\_\_\_\_

Date form was filed (To be filled in by office personnel)

## 5.25—MARKETING OF PERSONAL INFORMATION

The Earle School District shall not collect, disclose, or use personal information for the purpose of marketing, or for selling that information or otherwise provide that information to others for that purpose. Personal information is defined, for the purposes of this policy only, as individually identifiable information including

\*a student or parent's first and last name,

\*a home or other physical address (including street name and the name of the city or town),

\*telephone number, and

\*social security identification number.

The district may collect, disclose, or use personal information that is collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

1. College or other post secondary education recruitment, or military recruitment;
2. Book clubs, magazines, and programs providing access to low cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
5. The sale by students of products or services to raise funds for school related or education related activities; and



6. Student recognition programs.

Legal Reference: 20 USC § 1232h (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(E), (2)(A)(C)(i), (4)(A), (5)(A)(i)(B), (6)(C)(E)]

Date Adopted:

Last Revised:

## 5.26—ALTERNATIVE LEARNING ENVIRONMENTS

The District shall have an alternative learning environment (ALE) which shall be part of an intervention program designed to provide guidance, counseling, and academic support to students who are experiencing emotional, social, or academic problems.

The superintendent or his/her designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. The team should consist of at least a school counselor, the ALE director or principal, a parent or legal guardian, and a regular classroom teacher.

Students who are placed in the ALE shall exhibit at least two of the following characteristics:

1. Disruptive behavior
2. Drop out from school
3. Personal or family problems or situations
4. Recurring absenteeism
5. Transition to or from residential programs

For the purposes of the ALE, personal or family problems or situations are conditions that negatively affect the student's academic and social progress. These may include, but are not limited to:

Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics

1. Abuse: physical, mental, or sexual
2. Frequent relocation of residency
3. Homelessness

4. Inadequate emotional support
5. Mental/physical health problem
6. Pregnancy
7. Single parenting

*The teachers and administrator of the ALE shall determine exit criteria for students assigned to the district's ALE on which to base the student's return to the regular school program of instruction. The district's ALE program shall follow class size, staffing, curriculum, and expenditure requirements identified in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.*

*Legal References: A.C.A. § 6-18-508, 509*

*A.C.A. § 6-20-2305(b)(2)*

*ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds – 3.01, 3.05, 4.00, and 8.0*

*Date Adopted: April 2005*

*Last Revised: June 2010*

5.26.1—ALE PROGRAM EVALUATION

The ALE program shall be evaluated at least annually to determine its overall effectiveness. The evaluation shall specifically address how the use of ALE funds is in alignment with the district's ACSIP in addressing identified achievement gaps and student performance deficiencies.

Legal Reference: A.C.A. § 6-15-426(f)

Date Adopted:

Last Revised:

5.27—ENGLISH LANGUAGE LEARNERS

The District shall utilize the special needs funding it receives for identified English Language Learners on activities, and materials listed in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.

The expenditures of ELL supplemental funding shall be evaluated at least annually to determine their overall effectiveness. The evaluation shall specifically address how the use of ELL funds is in alignment with the district's ACSIP in addressing identified achievement gaps and student performance deficiencies.

Legal References: A.C.A. § 6-20-2305(b)(3)

A.C.A. § 6-15-426(f)

ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds – 3.04, 5.00, 8.00

Date Adopted: April 2005

Last Revised:

## 5.28—NATIONAL SCHOOL LUNCH ACT FUNDING EXPENDITURES

*Funding received from the state based on the number of students eligible for free and reduced-priced meals under the National Student Lunch Act shall be expended in accordance with guidelines outlined in the ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds.*

*The district shall at least annually evaluate programs supported by NSLA funds to determine the effectiveness of the programs and to ensure they are providing intervention/prevention services designed to increase student achievement which are in alignment with the district's ACSIP.*

*Legal References: A.C.A. § 6-20-2305(b)(4)*

*A.C.A. § 6-15-426(f)*

*ADE Rules Governing the Distribution of Student Special Needs Funding and the Determination of Allowable Expenditure of These Funds 3.06, 3.07, 3.10, 6.00, 8.00*

*Date Adopted: April 2005*

*Last Revised:*

## 5.29—WELLNESS POLICY

The health and physical well-being of our students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the Board of Directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity. The problem of obesity and inactivity is a public health issue. The Board of Directors is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct.

The responsibility for addressing the problem lies not only with the schools and the Arkansas Department of Education, but with the community and its residents, organizations and agencies.

Therefore, the District shall enlist the support of the larger community to find solutions which improve the health and physical activity of our students.

## Goals

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the District will adhere to the Arkansas Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District has established the following goals. <sup>1</sup>

- \*Appoint a district school health coordinator (designated district official) who shall be responsible for ensuring that each school fulfills the requirements of this policy; <sup>12</sup>*
- \*Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;*
- \*Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;*
- \*Strive to improve the quality of physical education curricula and increase the training of physical education teachers;<sup>2</sup>*
- \*Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;*
- \*Not use food or beverages as rewards for academic, classroom, or sports performances;*
- \*Ensure that drinking water is available without charge to all students;*
- \*Establish class schedules, and bus routes that don't directly or indirectly restrict meal access;*
- \*Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;*



*\*Establish no more than nine (9) school wide events which permit exceptions to the food and beverage limitations established by Rule. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar;*<sup>3</sup>

*\*Abide by the current allowable food and beverage portion standards;*

*\*Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;*<sup>4</sup>

*\*Restrict access to vended foods, competitive foods, and foods of minimal nutritional value (FMNV) as required by law and Rule;*

*\*Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of FMNV.*

*\*Provide professional development to all district staff on the topics of nutrition and/or physical activity;*<sup>5</sup>

*\*Utilize the School Health Index available from the Center for Disease Control (CDC) to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students*

### *Advisory Committee*

*To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way that ensures age-appropriate recommendations are made which correlate to our district's grade configurations.*<sup>6</sup>

The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference.<sup>7</sup> The overarching goal of the committee shall be to promote student wellness by monitoring how well the district is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, and 8 of the CDC's School Health Index as a basis for assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in each school's ACSIP, provided to each school's principal, and reported to the board. Goals and objectives for nutrition and physical activity shall also be included in the ACSIP.

Parents, students, the District's teachers of physical education, school health professionals, the District School Board of Directors, the District's school administrators, members of the community, and representatives of the District's school food authority shall be included in the development, implementation, and periodic review of the District's wellness policy to the extent interested persons from each group desire to be included.<sup>8</sup>

The SNPAAC shall provide recommendations to the school district concerning menus and other foods sold in the school cafeteria. Such recommendations shall be based, at least in part, on the information the Committee receives from the District on the requirements and standards of the National School Lunch Program and information and from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.<sup>9</sup>

The District shall periodically assess, with input from the SNPACC, the District and individual schools' status regarding implementing this policy. The assessment shall be based, at least in part, on:

- \*the extent to which District schools are in compliance with this policy;
- \*the extent to which this policy compares to other model local school wellness policies; and
- \*a description of the progress made in attaining the goals of this policy.

The assessment results along with the content of the this policy shall be periodically reported to the public, including parents, students, and other members of the community.

Legal References: Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq. as amended by PL 111-296 (Section 204) of 2010. (Section 204 is codified at 42 U.S.C.

§ 1758(b))

Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.

A.C.A. § 6-20-709

A.C.A. §§ 20-7-133, 134, and 135

ADE Rules Governing Nutrition and Physical Activity Standards in Arkansas  
Public Schools

Allowable Competitive Foods/Beverages - Maximum Portion Size List for

Middle, Junior High, and High School

Nutrition Standards for Arkansas Public Schools

Date Adopted: June 2010

Last Revised: June 2012

Last Revised:

## SCHOOL, HOME, AND COMMUNITY RELATIONS

### 6.1—COMMUNICATION GOALS

*The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Department of Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.*

*Communication should be two-way between the District and the public. The communications program shall strive to:*

- 56. Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;*
- 57. Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;*
- 58. Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;*
- 59. Inform legislators of the accomplishments of the District's students and staff, as well as how*

proposed legislation could affect the district;

60. Maintain good relations with the news media and provide the media with pertinent news releases; and

61. Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.\*

The Board shall hold a public meeting, at least annually, to report on the District's progress toward attaining its goals and to review its long-range plan. Those individuals attending shall have an opportunity to ask questions.

Legal References: A.C.A. § 6-18-1003(2) A.C.A. § 6-18-1005(a)(1) A.C.A. § 6-15-1005(c), (f)(1)(2)

A.C.A. § 6-16-603 (a) (3) \*A.C.A. § 25-19-106

Arkansas State Board of Education: Standards for Accreditation: 7.02.3

Arkansas Department of Education: Gifted and Talented Program Approval

Standards: 4.0; 10.03

Date Adopted: April 2005

Last Revised:

## **6.2—RELATIONS WITH SCHOOL SUPPORT ORGANIZATIONS**

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Groups wishing to be recognized as a support organization must have open membership and have their by-laws approved by the school principal, the Superintendent, and the Board. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted: April 2005

Last Revised:

### **6.3—PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS**

The District and the Board of Education may receive monetary gifts or donations of goods or services which serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the District. Prior to accepting any gift or donation in the name of a school or the District, all personnel shall examine the —reasonableness of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations they deem could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose. Laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

Legal References: A.C.A. § 6-24-110 A.C.A. § 6-24-112

Date Adopted: April 2005

Last Revised

#### **6.4—VOLUNTEERS**

Enlisting the support of volunteers is a way in which the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow certified personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

Date Adopted: April 2005

Last Revised:



## **6.5—VISITORS TO THE SCHOOLS**

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Parents wishing to speak to their children during the school day shall register first with the office.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave voluntarily.

Cross References: For non-adult visits see Policy 4.16—STUDENT VISITORS

For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ONCAMPUS  
(MEGAN'S LAW)

Date Adopted: April 2005

Last Revised: August 2005

## **6.6—FUND RAISING**

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

\*Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and

\*Not influence or affect the student's grade.

### **Secondary Schools**

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

### **Elementary Schools (K-6)**

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs.

- v. Student participation in fund raising programs is voluntary;
- w. Students who do not participate will not forfeit any school privileges;
- x. Students may not participate in fund raising programs without written parental permission returned to school authorities;
- y. An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and
- z. Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

Legal Reference: A.C.A. § 6-18-1104

Date Adopted: April 2005

Last Revised:

## **6.7—COMPLAINTS**

It is a goal of the Board and the District to be responsive to the community it serves and to continuously improve the educational program offered in its schools. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

*bb. Teacher, coach, or other staff member against whom the complaint is directed*

*cc. Principal*

*dd. Superintendent*

Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Arkansas Department of Education and authorized in the 2002 reauthorization of the Elementary and Secondary Education Act <sup>1</sup> may be taken directly from a patron or by referral from the Arkansas Department of Education (ADE). If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner.

19. The complaint shall be referred to the federal programs director,<sup>2</sup> who shall assemble a team of at least two people to investigate the complaint.

20. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.

21. The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.

22. The investigation of complaints referred by the ADE shall be completed within 30 work days of receipt of the complaint, unless a longer time period has been approved by the ADE.<sup>3</sup>

23. The investigation of complaints made directly to the district shall be completed within 40 work days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within 40 work days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.<sup>4</sup>

24. The report of the conclusions of the investigation shall be given to the complainant. It shall contain: a summary of the allegations of the complaint; a summary of the investigative actions taken by the team; a summary of the findings concerning each alleged violation or implied violation; a statement of corrective actions needed to resolve the issues involved in each allegation and finding of complaint.

Date Adopted: April 2005

Last Revised: June 2010

## **6.8—DISTRIBUTION OF PRINTED MATERIALS**

The District shall *devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.*

*Distribution of printed materials, flyers, photographs, or other visual or auditory materials not originating within District schools to students or staff shall have prior approval of the Superintendent or his/her designee.*

*Date Adopted: April 2005*

*Last Revised:*



## **6.9—MEDIA RELATIONS AND NEWS RELEASES**

*It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the District Information Office\* prior to the release of any statistical type data.*

*The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.*

*The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted. The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.*

*Date Adopted: April 2005*

*Last Revised:*

## 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

The Earle School District shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender's dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school's property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers' assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian, or community member.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances.

20. The offender is a student attending school in the district;
21. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
22. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
23. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
24. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

*A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.*

*Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large.*

*Legal References: A.C.A. § 12-12-913 (g)(3)*

*Arkansas Department of Education Guidelines for —Megan’s Law*

*A.C.A. § 5-14-131*

*Date Adopted: April 2005*

*Last Revised: June 2010*

## **6.11—PARENTAL/COMMUNITY INVOLVEMENT - DISTRICT**

The Earle School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the District shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community.

To achieve such ends, the District shall work to

46. Involve parents and the community in the development of the long range planning of the district;

47. Give the schools in the district the support necessary to enable them to plan and implement effective parental involvement activities;

48. Have a coordinated involvement program where the involvement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;

49. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the district's curriculum is aligned with the assessments and how parents can work with the district to improve their child's academic achievement;

50. Provide parents with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.

51. Educate District staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;
52. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;
53. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
54. Find and modify other successful parent and community involvement programs to suit the needs of our district;
55. Train parents to enhance and promote the involvement of other parents;
56. Provide reasonable support for other parental involvement activities as parents may reasonably request.

To ensure the continued improvement of the District's parental/community involvement program, the district will conduct an annual review of its parental involvement policies to examine their effect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

*This policy shall be part of the school's Title 1 plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.*

Legal References: 20 U.S.C. § 6318 (a)(2),(A),(B),(D),(E) (NCBL Act of 2001, Section 1118)

20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCBL Act of 2001, Section 1118)

Date Adopted: April 2005

Last Revised:

## **6.12—PARENTAL/COMMUNITY INVOLVEMENT - SCHOOL**

The Earle School District understands the importance of involving parents and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, The Earle School District shall strive to develop and maintain the capacity for meaningful and productive parental and community involvement that will result in partnerships that are mutually beneficial to the school, students, parents, and the community. To achieve such ends, the school shall work to

T. Involve parents and the community in the development and improvement of Title I programs for the school;

U. Have a coordinated involvement program where the involvement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;

V. Explain to parents and the community the State's content and achievement standards, State and local student assessments and how the school's curriculum is aligned with the assessments and how parents can work with the school to improve their child's academic achievement;

W. Provide parents with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parental involvement and provide literacy and technology training to parents.



- X. Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent involvement programs that will promote positive partnerships between the school and parents;*
- Y. Keep parents informed about parental involvement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents can understand;*
- Z. Find ways to eliminate barriers that work to keep parents from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;*
- AA. Find and modify other successful parent and community involvement programs to suit the needs of our school;*
- BB. Train parents to enhance and promote the involvement of other parents;*
- CC. Provide reasonable support for other parental involvement activities as parents may reasonably request.*

*To help promote an understanding of each party's role in improving student learning, Earle School District shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.*

Earle Schools shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents of participating students, to inform parents of the school's participation in Title I, its requirements regarding parental involvement, and the parents right to be involved in the education of their child.

Earle District shall, at least annually, involve parents in reviewing the school's Title I program and parental involvement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Legal References: 20 U.S.C. § 6318 (b)(1) (NCBL Act of 2001, Section 1118)

20 U.S.C. § 6318 (c)(1),(2),(3),(4) (NCBL Act of 2001, Section 1118)

20 U.S.C. § 6318 (d) (NCBL Act of 2001, Section 1118)

20 U.S.C. § 6318 (e)(1),(2),(3),(4),(5),(6),(8),(9),(10),(11),(13),(14) (NCBL Act of 2001, Section 1118)

Date Adopted: April 2005

Last Revised: August 2005

## SUPPORTING INFORMATION FOR 6.11 AND 6.12

This information is offered to assist you in developing your parental involvement policies/plans and is **not** to be included in your district's policy manual.

### Parental Involvement Plan Checklist for ACA § 6-15-1701-1705

Below is a list of questions that districts can use as a checklist. The purpose of the checklist is to assist school districts in creating a Parental Involvement Plan. Careful attention should be paid to ACA §§ 6-15-1702, 1703, and 1704 as schools and school districts create their Parental Involvement Plans.

1. Who are the people who participated in creating the district's parental involvement plan?

Suggestion: create a list of participants, and indicate whether each person is a parent, staff member or member of the community. In the case of parents, reference the parents' names and grade levels of their children, and the school(s) the children attend. Document the dates, times and places that the group met to create the district's parental involvement plan.

2. Do you have copies of each parent packet developed for the various ages and grades of children in the school district? Parent packets must be distributed at least annually.

Suggestion: retain copies of each packet and document when and where the packet are distributed to parents.

22. My school district uses \_\_\_\_ (number) different parents' packet for the following age groups (list).

23. These are given to parents \_\_\_\_ (insert occasion(s) or time(s) of year distributed).

24. Does each packet contain *at least* the following minimum content:

- description of school's parental involvement program
- state's recommended roles for parents, students, teachers and the school
- ways for parents to become involved in the school and their children's education
- lists activities planned throughout the year to encourage parental involvement
- survey which the parent is invited to complete and return to the school, regarding the parent's interest in volunteering at the school
- explains system in place to permit meaningful, 2-way communication with a child's teacher and principal. Example: space for teacher comments and parent notes to teacher in the required assignment notebook.

26. list any other information your district includes in the parent packet as helpful to parents

1. What are the dates of the (minimum one per semester for K-6) planned parent-teacher conferences scheduled for this school year? Suggestion: retain a copy of the school calendar, with the conference dates circled.

2. What other activities is each school planning that will encourage communication with parents?

Example: Weekly newsletter from school to parents sent home with students. Suggestion: collect documentation that relates to all of these activities.

3. What are the titles of the parenting books, magazines, and other informative material related to responsible parenting obtained by the school funds permitting? Have you advertised to parents explaining the existence of this material, and how to borrow this material from the school?

*Suggestion:*

*retain a copy of any advertising (advertising does not have to be in a commercial medium), and the dates and methods it was communicated to parents. Consider photographing a display of parenting material in your school's media center as further documentation.*

- 4. Where are the district's parent centers? What services and information are available there?*
- 5. What are the other activities planned by the schools and school district that will promote responsible parenting? Suggestion: retain documentation of activities and materials used.*
- 6. What are the dates of the planned parental involvement events? Suggestion: retain copies of any materials distributed.*

*The meetings must include the following:*

- 1. parents are given a report on the state of the school*
- 2. parents are given an overview of what students will be learning*
- 3. student assessment is explained*
- 4. parents are told what to expect from their child's education*
- 5. parents are told what they can do to assist and make a difference in their child's education*
- 6. instruction is provided to parents on how to incorporate developmentally appropriate learning activities in the home environment such as role playing, the use of the ADE website as a parental tool, assisting in the planning and preparation of nutritional meals, or other at-home parental instruction strategies or curricula approved by the ADE.*
- 7. What other activities are planned by each school in your school district and by the school district as a whole that will help parents assist in their children's education? Suggestion: retain documentation of all planned activities and materials used.*

8. Verify that your school district has no policies which would discourage parents from appropriately visiting the school or visiting a child's classroom.
9. Is staff encouraged to utilize the returned surveys from the parent informational to create a volunteer resource book and make it available to school employees? Note that availability options listed on the survey must include the possibility of volunteering once a year as well as the option to perform volunteer work at home. Suggestion: retain a copy of your school district's volunteer resource book, which should list the interests and availability of school district volunteers.
10. What activities does each school in your school district engage in to welcome parents to the school?
11. Does your school/school district have a written process for resolving parental concerns, which includes how to define the problem, whom to approach first and how to develop solutions? The concern resolution process notice must be included in the student handbook.
12. What are the date(s) of the seminar or seminars held to inform parents of high school students about how to be involved in decisions affecting course selection, career planning and preparation for post-secondary education? Suggestion: retain any materials distributed to the parents at such seminars, as well as sign in sheets from the seminars and any material generated to invite parents to such seminars.
13. What are all the other activities that each school in your school district engages in to encourage parents to participate as full partners in the decisions that affect their child and family?
14. Has your district considered recruiting alumni from your district and encouraging them to form an alumni advisory committee? If so, what are the names of the members of the alumni

advisory committee of each school in your school district? Suggestion: if there is such a group, note the dates that they met to provide advice and guidance for school improvement, and any suggestions they made to your school or school district.

15. Does your district have a Parent Teacher Association or Organization? If not, what steps has the district taken to enable such an organization to form which would foster parental and community involvement within your school community? Suggestion: if there is a PTA or PTO, document that the group exists. If no such group exists, document administrative efforts to encourage the formation

of such a group or groups.

16. What other activities does each school engage in whereby the schools use community resources to strengthen school programs, family practices, and student learning?

17. What are the names of those certified staff members in each school designated by the principal to serve as Parent Facilitator? The responsibilities of the Parent Facilitator are to help organize meaningful training for staff and parents and to promote and encourage a welcoming atmosphere for parental involvement and to undertake efforts to ensure that parental participation is recognized as an asset to the school. Suggestions: list the dates of all training sessions organized by each Parent Facilitator; state how the Parent Facilitator in each school has created a welcoming atmosphere; retain a copy of the school district's salary schedule with the stipend paid to Parent Facilitators circled.

## BUSINESS and FINANCIAL MANAGEMENT

### 7.1—FISCAL YEAR

The District's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

Date Adopted: April 2005

Last Revised:



## **7.2—ANNUAL OPERATING BUDGET**

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Arkansas Department of Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

Line item changes may be made to the budget at any time during the fiscal year upon the approval of the Board. Any changes made shall be in accordance with District policy and state law.

Legal References: A.C.A. § 6-17-914 A.C.A. § 6-13-701 (c) (3) A.C.A. § 6-20-2202

Date Adopted: April 2005

Last Revised: August 2005

### **7.3—MILLAGE RATE**

The Board shall publish, at least sixty (60) days in advance of the school election at which the annual ad valorem property tax for the district is decided by the electors, the District's proposed budget, together with a millage rate sufficient to provide the funds necessary for the District's operation.

Legal References: A.C.A. § 6-13-622

Arkansas Constitution: Article 14 Section 3 (c) as amended by Amendment 74

Date Adopted: April 2005

Last Revised:

#### 7.4—GRANTS AND SPECIAL FUNDING

The Superintendent or his/her designee may apply for grants or special funding for the District.

Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted: April 2005

Last Revised:

## 7.5—PURCHASES OF COMMODITIES

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers.

### DEFINITIONS

—“Commodities” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

—“Specifications” means a technical description or other description of the physical and/or functional characteristics of a commodity.

Purchases of commodities with a purchase price of more than \$\_\_1 require prior Board<sup>2</sup> approval, unless an emergency exists in which case the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.<sup>3</sup> The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible

for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than \$25,000 with vendors that are on the —excluded parties list<sup>ll</sup> if the contract is to be paid from federal grant funds.<sup>4</sup>

All purchases of commodities in which the estimated purchase price equals or exceeds ten thousand dollars (\$10,000) shall be procured by soliciting bids. Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.<sup>5</sup>

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted a statement of the reasons shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

The following commodities may be purchased without soliciting bids provided that the purchasing official<sup>6</sup> determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of this statement is attached to the purchase order:

25. Commodities in instances of an unforeseen and unavoidable emergency;
26. Commodities available only from the federal government;
27. Utility services;
28. Used equipment and machinery;<sup>7</sup> and
29. Commodities available only from a single source.<sup>8</sup>

Prospective bidders, offerors, or contractors may appeal to the district's superintendent if they believe the district failed follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten working days or, if an appeal is received, after resolution of the appeal. This shall give prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **inwriting by certified mail** and received by the district office, —attention to the superintendent<sup>l</sup> within seven calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

27. that the contract award has been halted pending resolution of the appeal and could be revoked;
28. the reasons for the appeal;
29. that the recipient of the letter may respond to the protested issues identified in the appeal;
30. the date the decision on the appeal will be made and notification sent;
31. that if the appeal is upheld, the bidding process will start all over again;
- 32.** that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.**9**

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent's decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Legal References: A.C.A. § 6-21-301, 303, 304, 305, 306

A.C.A. § 6-24-101 et seq.

Date Adopted: April 2005

Last Revised:

7.5F—COMMODITIES BIDDER AFFIDAVIT

EARLE SCHOOL DISTRICT

CRITTENDEN COUNTY

I, \_\_\_\_\_, hereby state:

(1) I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



## 7.6—ACTIVITY ACCOUNT

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds shall be maintained and accounted for according to guidelines and procedures established by the General Education Division of the Department of Education.

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

Legal Reference: A.C.A. § 6-13-701 (e)

Date Adopted: April 2005

Last Revised:

## **7.7—CASH IN CLASSROOMS**

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collect funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.<sup>1</sup>

Date Adopted: April 2005

Last Revised: June 2012

## **7.8—PERSONAL PROPERTY**

To avoid confusion and the potential for misunderstandings, District staff who bring personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Date Adopted: April 2005

Last Revised:

## 7.9—PROPERTY INSURANCE

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties.

Date Adopted: April 2005

Last Revised:

## 7.10—PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the use of school facilities. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District.

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.\*

Legal References: A.C.A. § 6-21-101 A.C.A. § 5-73-120

Date Adopted:

Last Revised:

#### **7.11—USE OF SCHOOL FUNDS FOR NON-SCHOOL RELATED PURPOSES**

*School funds shall not be used for political, charitable, or humanitarian purposes.*

*No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or nonpartisan. School employees may participate as part of a community organization which is renting a school facility for a political purpose.*

*Legal Reference: Arkansas Constitution Article 14 § 2*

*Date Adopted: April 2005*

*Last Revised:*

## **7.12—EXPENSE REIMBURSEMENT**

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel.<sup>1</sup> Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary and materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

## **Reimbursable Expenses**

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS<sup>2</sup> and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances.<sup>3</sup> Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.



Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

**Expenses not covered**

The district shall not reimburse the following items/categories of expenses.

57. Alcoholic beverages;

58. Entertainment expenses – including sports or sporting events; pay per view or game expenses at motels;

59. Replacement due to loss or theft;

60. Discretionary expenses for items such as clothing or gifts;

61. Medical expenses incurred while on route to or from or at the destination of the reason for the travel;

62. Optional or supplementary insurance obtained by the employee for the period covered during the travel; and

**63.** Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.<sup>4</sup>

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

### **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Cross References: 3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES  
8.14—NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL  
EXPENSES

Date Adopted: April 2005

Last Revised: June 2011

## 7.13—MANAGEMENT AND DISPOSAL OF DISTRICT PROPERTY

### Definitions

For the purposes of this policy, the following definitions apply:

Commodities are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

Surplus commodities are those commodities that are no longer needed, obsolete, irreparable, or worn out.

Real property is land and whatever is erected or affixed to land, such as structures or buildings.

Surplus real property is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. The District's purchases of commodities shall be in accordance with Policy 7.5—PURCHASES OF COMMODITIES and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics.

36. labeling all commodities;

37. establishing adequate controls to account for their location, custody, and security;

38. annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district's inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.

39. Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

### Disposal of Surplus Commodities

The Board of Directors recognizes that commodities sometime become of no use to the District and thus meet this policy's definition of surplus commodities. The Superintendent or designee(s) will determine the objective fair market value of surplus commodities. The District will strive to dispose of surplus commodities at or near their fair market value.<sup>2</sup>

The Superintendent may declare surplus any commodity with a fair market value of less than \$1000. Surplus commodities with a fair market value of less than \$1000 will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. The Superintendent may submit a list of surplus commodities deemed to have a fair market value of \$1,000 or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a fair market value of \$1,000 or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near fair market value. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §§ 6-24-101-107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

### Disposal of Surplus Real Property

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises. The Superintendent or designee(s) shall be responsible for getting a determination of the objective fair market value of surplus real property<sup>3</sup>. The district will strive to dispose of surplus items at or near their fair market value. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near the fair market value without further Board action unless the high bid comes under the

jurisdiction of Arkansas ethics legislation in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities or not-for-profit organizations in accordance with the provisions of state law.<sup>4</sup>

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

Legal References: A.C.A. § 6-13-111 A.C.A. § 6-13-620 A.C.A. § 6-21-108 A.C.A. § 6-21-110

A.C.A. § 6-24-101–107 34 CFR § 80.3 – 80.52 34 CFR § 80.31 34 CFR § 80.32(d)(e)

Date Adopted: June 2010

Last Revised:

## 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business.<sup>1</sup> School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by the District's policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an —as needed basis.<sup>1</sup>

Students who use 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 suspension or expulsion.

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.<sup>2</sup>

Cross References:     3.34—CERTIFIED PERSONNEL CELL PHONE USE  
                           4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.  
                           8.25— NONCERTIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d) IRC § 274(d) IRC § 280F(d)(4) IRS Publication 15 B

Date Adopted: June 2010

Last Revised: June 2012

## 7.15—RECORD RETENTION AND DESTRUCTION

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

”Record” is defined for the purposes of this policy, as an item or items, whether electronic or material, employees receive or generate and purposefully retain in the course of their employment. Examples include, any kind of correspondence, calendars, computer files and documents (which may include drafts), telephone logs, expense records, and other types of data.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need to- know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.



*The following records categories shall be retained for the time specified.*

*Board of Education Minutes – forever*

*Personnel files – forever*

*Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance<sup>1</sup>*

*Student records of attendance/graduation – forever<sup>2</sup>*

*Financial Records – five years<sup>3</sup>*

*Transactions between the district and members of its board of education, administration, or employees<sup>4</sup> - forever*

*Expenditures made with federal grant monies<sup>5</sup> – governed by the terms of each grant*

*Video Surveillance Recordings – the timeline established in Policy 4.48—*

**VIDEO SURVEILLANCE**

*Emails – whatever the district’s policy is on this subject<sup>6</sup>*

*The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.<sup>7</sup> When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained. Such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district’s records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions which otherwise are subject to routine disposal.*

If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.<sup>8</sup>

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of critical data which is stored electronically.<sup>9</sup> The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

62. Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal or state law or regulations.

63. Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal or state law or regulations.

64. Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination.

The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

Legal Reference: Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: June 2010

Last Revised:

## 7.16—INFORMATION TECHNOLOGY SECURITY

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. The district shall appoint an information technology security officer (ISO) who, along with other IT staff, the superintendent and district management appointed by the superintendent shall develop the necessary procedures to create a district-wide information technology security system meeting the requirements of this policy and the standards prescribed by the Arkansas Department of Education.

The IT security system shall contain the necessary components designed to accomplish the following.

DD. Sensitive information shall be protected from improper denial, disclosure, or modification.

EE. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

FF. Traffic between internal (district) resources and external (Internet) entities will be regulated by network perimeter controls. To the extent technologically feasible, network transmission of sensitive data should enforce encryption.

GG. User access to the district's technology system and its applications shall be based on the least amount of access to data and programs necessary to perform the user's job duties.

HH. Student or financial applications software developed for or by the district will be tested prior to implementation to ensure data security through proper segregation of programs.

II. Monitoring of internal and external networks and systems will be designed to provide early notification of events and rapid response and recovery from IT related incidents and/or attacks.

JJ. Continuity of critical IT services will be ensured through the development of a disaster recovery plan appropriate for the size and complexity of the district's IT operations.

KK. Software protection of servers and workstations will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Legal Reference: Commissioner's Memo RT 09-010

Date Adopted: June 2010

Last Revised:

#### **7.17—FOOD SERVICE PREPAYMENT**

The district does not offer credit for food items purchased in the school cafeteria; payment for such items is due at the time the food items are received. Staff, students, or parents choosing to do so may pay weekly or monthly in advance for meals.

Date Adopted: June 2010

Last Revised:

## **7.18 – DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY**

State law specifies how the district is to dispose of retained funds in the form of issued but nonnegotiated checks that have been not been presented for payment within one calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all nonnegotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three weeks<sup>1</sup> to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing. The district is under no obligation to retain an abandoned, perishable item left on district property.

Legal References: A.C.A. § 18-28-201 A.C.A. § 18-28-202(11), (c), (d) A.C.A. § 18-28-204  
A.C.A. § 18-28-206 A.C.A. § 18-28-207 A.C.A. § 18-28-208(a) A.C.A. § 18-28-210(b)(c)  
A.C.A. § 18-28-217 A.C.A. § 18-28-221(a) A.C.A. § 18-28-224

Date Adopted: June 2010

Last Revised:

## 7.19—SERVICE ANIMALS IN DISTRICT FACILITIES

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses<sup>1</sup> (hereinafter referred to as *service animals*) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual if the animal is required because of a disability and what work or task the animal has been trained to perform.<sup>2</sup> The district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.



The crime deterrent effects of an animal's presence and the provision of emotional support, wellbeing, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A service animal shall be under the control of its handler.

A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

District staff (is there a better word) may ask an individual with a disability to remove a service animal from the premises if:

- (1) The animal is out of control and the animal's handler does not take effective action to control it; or
- (2) The animal is not housebroken.

*If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.*

*The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability.*

*The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.*<sup>3</sup>

*Legal References: 28 CFR § 35.104*

*28 CFR § 35.136*

*Date Adopted: June 2011*

*Last Revised:*

## **7.20 – ELECTRONIC FUND TRANSFERS**

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for nonrecurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds. 1

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e)

Commissioner's Memo Com-12-036

Date Adopted: June 2012

## NONCERTIFIED PERSONNEL

### —NONCERTIFIED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience. State law requires each District to include its noncertified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of noncertified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals.

For the purposes of this policy, an employee must work two thirds ( $2/3$ ) of the number of their regularly assigned annual work days to qualify for a step increase.<sup>1</sup>

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

**EARLE SCHOOL DISTRICT**  
 Classified Salary Schedules  
 190 Days  
 2015-2016 School Year

<u>EXPERIENCE</u>	<u>REGULAR</u>	<u>CLERICAL</u>	<u>DEGREED</u>
0	\$15,050.00	\$18,000.00	\$28,000.00
1	15,100.00	18,100.00	28,100.00
2	15,150.00	18,200.00	28,200.00
3	15,200.00	18,300.00	28,300.00
4	15,250.00	18,400.00	28,400.00
5	15,300.00	18,500.00	28,500.00
6	15,350.00	18,600.00	28,600.00
7	15,400.00	18,700.00	28,700.00
8	15,450.00	18,800.00	28,800.00
9	15,500.00	18,900.00	28,900.00
10	15,550.00	19,000.00	29,000.00
11	15,600.00	19,100.00	29,100.00
12	15,650.00	19,200.00	29,200.00
13	15,700.00	19,300.00	29,300.00
14	15,750.00	19,400.00	29,400.00
15	15,800.00	19,500.00	29,500.00
16	15,850.00	19,600.00	29,600.00
17	15,900.00	19,700.00	29,700.00
18	15,950.00	19,800.00	29,800.00
19	16,000.00	19,900.00	29,900.00
20	16,050.00	20,000.00	30,000.00

**Index Schedule**

Hippy Coordinator	1.57		
Payroll Clerk	1.12		
Superintendent's Secretary	1.22	Business Manager	2.638
Technology Coordinator	1.403	DHS Counselor	1.87
Food Service Director	1.68	Nurse	1.81
Maintenance Supervisor	1.66		
Transportation Supervisor	1.76	Special Needs Paraprofessional	1.55
High School Secretary	1.19		
Cafeteria Manager Elem.	1.27		
Cafeteria Manager H. S.	1.25		

— Hourly Rate/Pay Per Day  
 After & Summer School Tutorial  
 PARAPRO.....17.50  
 SUBSTITUTE.....65.00(DAILY).....8.02 (PER HOUR)  
 TEMPORARY WORKER.....7.50 PER HOUR  
 EXTRA DUTY(AFTER HOURS).....50.00 PER DAY  
 STUDENT TUTORIAL PAY.....7.50  
 After School Food Service Director.....30.00 PER HOUR

## **8.2— NONCERTIFIED PERSONNEL EVALUATIONS**

*Noncertified personnel may be periodically evaluated.*

*Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.*

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

### **8.3—EVALUATION OF NONCERTIFIED 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:

Last Revised:

## **8.4— NONCERTIFIED EMPLOYEES 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.<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup>

### **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:

- 40. All time spent inspecting, servicing, and/or preparing the vehicle;
- 41. All time spent driving the vehicle;
- 42. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
- 43. 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:

- LL. Random tests;
- MM. Testing in conjunction with an accident;
- NN. Receiving a citation for a moving traffic violation; and
- OO. Reasonable suspicion.

## **Prohibitions**

65. 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;
66. No driver shall use alcohol while performing safety-sensitive functions;
67. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
68. 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 postaccident alcohol test, whichever occurs first;
69. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
70. 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;
71. 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.<sup>4</sup>

### Refusal to Submit

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

25. 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;
26. Failed to remain at the testing site until the testing process was completed;
27. Failed to provide a urine specimen for any required drug test;
28. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
29. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
30. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;

31. Failed to cooperate with any of the testing process; and/or
32. 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. 5

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

driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

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

Legal References: 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:

Last Revised:

## 8.5— CLASSIFIED EMPLOYEES SICK LEAVE

### Definitions

1. "Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
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 month worked, or major part thereof.<sup>1</sup>
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. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.<sup>2</sup>
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 employee.

### Sick Leave

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

Employees who are adopting or seeking to adopt a minor child or minor children may use up to (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.<sup>2</sup>

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing<sup>4</sup>, of the decision within two workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accumulated paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including vacation or personal leave, once an employee accumulated his/her accrued sick leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE



## **Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Notes: This policy is similar to Policy 3.8. If you change this policy, review 3.8 at the same time to ensure applicable consistency between the two.

<sup>1</sup> For classified employees your district has the choice of crediting sick leave days up front as is done for licensed employees, or of crediting sick leave at the rate of one day per month worked. Choose your method and delete the portion of this sentence that doesn't reflect your choice.

<sup>2</sup> Act 1180 of 2015 requires that leave transferred from prior public school employment be used first. In addition, the leave must be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement. While the Act only applies to licensed employees, we have included the language here for consistency.

<sup>23</sup> This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow

*the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it, select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).*

<sup>34</sup> 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 accumulated sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid unless vacation or personal leave is available. 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 A.C.A. § 6-17-1302, 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 and all birth related leave might be applicable. 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 8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115, which are available by calling the ASBA office.

Cross References: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE  
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
COMPENSATION

Legal References: A.C.A. § 6-17-1301 *et seq.*  
29 USC §§ 2601 *et seq.*  
29 CFR 825.100 *et seq.*

A.C.A. § 6-17-1301 *et seq.* 29 USC §§ 2601 *et seq.* 29 CFR 825.100 *et seq.*

## **8.6—SICK LEAVE BANK — CLASSIFIED EMPLOYEES**

*A sick leave bank is established for the purpose of permitting classified employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the classified employee has exhausted all such leave. Only those classified employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.*

*The Superintendent shall appoint a Classified Sick Leave Bank Committee. That committee shall consist of six (6) members: five (5) classified employees<sup>1</sup> and one (1) principal.*

*The terms of the committee shall be for three years with two members being replaced each year. The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.*

### **Withdrawals**

*The Committee may, but is not obligated to, grant sick leave up to \_\_\_\_ days per contract year for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave. The employee shall be eligible to withdraw the day(s) he/she has donated to the bank if sufficient days are available in the bank.*

*Requests for withdrawal from the sick leave bank must state the reason(s) for the request*

and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

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

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

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days. **32**

**Notes:** ASBA recommends separate sick leave banks for Classified and Licensed employees due to the pay differential between the two groups which can result in the district paying licensed employees for sick leave donated at a classified rate of pay. Also see footnote #2 below.

This policy is **TOTALLY OPTIONAL**. The law clearly permits, but does not require, the formation of a sick leave pool or bank. Before you adopt this policy, consider the following:

29 Can you afford it? Where are the sick leave days going to come from? Some districts give a sick leave committee the freedom to simply manufacture unearned sick leave days to distribute to applicants. Others take the more conservative route of requiring employees to donate earned days for redistribution. The most conservative route of all is to only allow donors to the bank to apply for a sick leave award, to strictly limit the number of days and/or the number of times any individual can request an award, or only permitting direct donation (individual to individual).

30 What will the effect be on the education of students or the efficient operation of a school or the district? *Any* liberalization of sick leave results in more sick leave being used; the more liberal the policy or the more generous the sick leave pool or bank, the greater the demand for supplementary sick leave and the more days will be missed from work. A sick leave pool or bank takes a sick leave day away from someone who is highly unlikely to use it and transfers it to someone who is 100% likely to use it.

31 Sick leave, and a sick leave pool or bank was never intended to be a substitute for disability insurance in the event of a serious or long term illness. It simply cannot supply the long term income needs of persons who have become disabled and are unable to continue to work. Employees should be encouraged to consider purchasing supplemental disability insurance rather than rely on the pool or bank

for such purposes. Districts may wish to consider adding this as a fringe benefit if the district's financial condition permits.

<sup>32</sup> Some districts use a sick leave pool or bank like the appointed committee suggests in the model policy; others simply use the existing Personnel Policies Policy Committee rather than have to create an additional committee. Other districts have reported that committee members themselves dislike and are uncomfortable with the committee structure, and have asked for policy changes, giving the responsibility for administering sick leave bank requests to the superintendent or to another central office administrator. The decision-maker issue is something to consider carefully.

This policy is similar to Policy 3.9. If you change this policy, review 3.9 at the same time to ensure applicable consistency between the two.

<sup>1</sup> ASBA recommends that each of the five categories of classified employees designated in A.C.A. § 6-17-1306 have one representative on the committee. The five categories are 1) maintenance and operations, 2) transportation, 3) food service, 4) secretarial and clerical, and 5) aids and paraprofessionals.

<sup>2</sup> You may choose to include, or not include, this optional sentence. It is also allowable to have a stand-alone policy for this sentence if your district otherwise chooses not to have a sick leave bank. The rate of pay would be determined by the employee receiving the lower wage. For example, one spouse might be licensed and the other classified. If the



licensed employee received a day of sick leave from his/her spouse who is a classified employee making a lower wage, the sick leave would be valued at the lower wage. Example: Teacher, whose daily rate is \$150 a day, has a sick leave day 14 transferred to her by her husband, who works as a custodian and whose daily rate is \$75. She would be credited \$75 for the day instead of \$150, due to her husband's donation (or ½ the teacher's rate for sick leave).

Legal Reference: A.C.A. § 6-17-1306

Date Adopted:

Last Revised: June 2012

## **8.7— CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL 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)<sup>1</sup> days of personal leave per contract year. The leave may be taken in increments of no less than   .<sup>2</sup>

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

14. Athletic or academic events related to a public school district; and
15. Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee's immediate supervisor or designee. 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 and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave does not accumulate from one contract year to the next.<sup>3</sup>

Personal leave may not be taken the day before or the day after a holiday.<sup>4</sup>

### **Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., 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 his/her 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 his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/ District 5.

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the district to take either personal days or leave without pay.

Please note that the provisions of Act 1028 of 2007 (A.C.A. § 21-4-216) which gives state employees 8 hours of paid leave to attend their children's school educational activities does **NOT** apply to public school employees.

- 1 If your district gives personal days, insert the number of days given.
- 2 Choose the number of hours or portion of a work day that is the minimum that may be taken at any one time.
- 3 This sentence is optional.
- 4 This sentence is optional.
- 5 Choose whether the employee or the district will pay the cost of the employee.

Legal Reference: A.C.A. § 6-17-211

Date Adopted:

Last Revised: June 2012

## **8.8—CLASSIFIED 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.<sup>1</sup>*

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

Legal References: A.C.A. § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for —Megan’s Law

A.C.A. § 5-14-132

Date Adopted:

Last Revised:

## **8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL**

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 sick leave will be granted for the employee's participation in such public office. The employee may *receive* take 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.

Cross Reference: Policy # 8.17— Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted:

Last Revised: June 2012



#### **8.10—JURY DUTY – CLASSIFIED PERSONNEL**

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.<sup>1</sup>

Legal Reference: A.C.A. § 16-31-106

Date Adopted:

Last Revised:

## **8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Earle School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. **A**It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily **B**or through compensatory time **C**.

### **Definitions**

Overtime is hours worked in excess of 40 per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek. **D**

Workweek is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. <sup>1</sup> Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week. **E**

Exempt Employees are those employees who are not covered under the FLSA. **F** They include administrators and professional employees such as teachers, counselors, nurses, and supervisors. <sup>2</sup> Any employee who is unsure of their coverage status should consult with the District's Administration.

Covered Employees (also defined as non-exempt employees) are those employees who are not exempt, generally termed noncertified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Regular Rate of Pay includes all forms of remuneration for employment<sup>3</sup> and shall be expressed as an hourly rate. <sup>G</sup>For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

### **Employment Relationships**

- aa. The District does not have an employment relationship in the following instances.
- bb. Between the District and student teachers;
- cc. Between the District and its students;
- dd. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances.

- 25. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
- 26. Between the District and any agency contracted with to provide transportation services, security services, or other services.

## **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.<sup>1</sup>

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.]

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.<sup>4</sup>

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than 40 hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### **Breaks and Meals**

Each employee working more than 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.**K**

Meal periods which are less than 30 minutes in length or in which the employee is not relieved of duty are compensable.**L** Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

## **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek.**M**Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.**N**

Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages.**O**This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.**5**

Provided the employee and the District have a written agreement or understanding before the work is performed,**P**compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.**Q**The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 20.**6** The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

64. The average regular rate received by the employee during the last 3 years of employment. Or

65. The final regular rate received by the employee. **R**

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action must be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If, due to unforeseen or emergency circumstances, advance request was not possible the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of 4 hour increments.<sup>7</sup>

### **Record KeepingS and PostingsT**

The District shall keep and maintain records as required by the FLSA for the period of timeUrequired by the act.<sup>8</sup>

The District shall display minimum wage posters where employees can readily observe them.<sup>9</sup>

### **Cooperation with Enforcement Officials**

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the DOL and/or its authorized representatives in the performance of their jobs relating to:



30. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
31. Entering, inspecting, and/or transcribing the premises and its records;
32. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

**Notes:** **1** Select any consecutive 168 hours period (seven days) that will work best for your district.

**2** Supervisors cannot spend more than 20% of their time in the performance of non-supervisory work. For example a transportation director who also works on maintaining buses may only do so for < 20% of the workweek with no exceptions to that in **any** given workweek.

**3** If you provide your employee a benefit in the form of goods or a facility the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

**4** Devise a system that will work for your district. The point is to have an accurate and verifiable record of the hours worked by each employee. While carrying time cards around can be a hassle, you don't want to lose excessive worktime from an employee having to walk excessively to and from their time sheet. Time clocks are obviously an accurate and verifiable record of hours worked, but they are not without drawbacks. First, they are not cheap to initially purchase and then to configure for your district as a whole. Second, employees can unintentionally take less than 30 minute meal times (by forgetting the exact time they clock out) which

makes that time compensable.

**5** Example = an employee works for the district at one job paying \$8.00/hour and another paying \$10.00/hour. In a given week he works 50 hours, 26 of which are at \$8.00 and 24 at \$10.00.  $26 \times 8 = \$208$  and  $24 \times 10 = \$240$  for a total of \$448.

$448/50$ (total hours worked) = \$8.96/hour (the weighted average).  $8.96 \times 1/2 = 4.48 \times 10$  hours = \$44.80 The total wages due for the week = \$448 + \$44.80 = \$492.80.

**6** You may choose any number < 240. In determining the number to insert remember that you must permit the employee to use the comp time within a —reasonable period of time so long as it does not —unduly disrupt the district's operations. Comptime does not have to be offered to all employees, nor does the agreement have to be the same for all employees.

**7** The DOL does not recognize leave in the form of —days for hourly employees even though that is how Arkansas law (ACA § 6-17-1304) prescribes them. The DOL requires they be attributed in hourly allotments. You can choose the minimum amount of leave that may be used at one time.

**8** 29 CFR § 516.2 –516.9 and 29 CFR § 553.50 list the records that are required to be kept. These are included in the accompanying material.

**9** The district must display minimum wage posters in —conspicuous places (each work site). They can be downloaded from the DOL by going to <http://www.dol.gov/esa/regs/compliance/posters/flsa.htm>

Legal References:

**A:** 29 USC § 206(a), ACA § 6-17-2203

**B:** 29 USC § 207(a)(1), 29 CFR § 778.100

**C:** 29 USC § 207(o), 29 CFR § 553.50

**D:** 29 CFR § 778.218(a)

**E:** 29 CFR § 778.105

**F:** 29 USC § 213(a), 29 CFR §§ 541 et seq.

**G:** 29 USC § 207(e), 29 CFR § 778.108

**H:** 29 CFR §§ 785.9, 785.16

**I:** 29 CFR § 516.2(7)

**J:** 29 CFR §§ 785.1 et seq.

**K:** ACA § 6-17-2205

**L:** 29 CFR §§ 785.19

**M:** 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32

**N:** 29 CFR § 778.106

**O:** 29 USC § 207(g)(2), 29 CFR § 778.115

**P:** 29 USC § 207(o)(2)(A), 29 CFR § 553.23

**Q:** 29 CFR § 553.20

**R:** 29 USC § 207(o)(4), 29 CFR § 553.27

**S:** 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50

**T:** 29 CFR § 516.4

**U:** 29 CFR §§ 516.5, 516.6

**V:** 29 USC § 211(a)(b)

Date Adopted:

Last Revised:

## **8.12— CLASSIFIED 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.*

**Note:** *This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.*

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

Date Adopted:

Last Revised:

### 8.13— CLASSIFIED 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. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district.

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

**Note:** This policy is similar to Policy 3.19. If you change this policy, review 3.19 at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised: June 2012

## 8.14—CLASSIFIED 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 employee'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 Policy 3.20. If you change this policy, review 3.20 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted:

Last Revised: June 2011

#### 8.15— CLASSIFIED 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.

*\* NOTE: This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees, among others, of the statutory prohibition on all tobacco use.*

**Note:** This policy is similar to Policy 3.21. If you change this policy, review 3.21 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-21-609

Date Adopted:

Last Revised:



## 8.16—DRESS OF CLASSIFIED EMPLOYEES

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

**Note:** This policy is similar to Policy 3.22. If you change this policy, review 3.22 at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised:

30

## 8.17— CLASSIFIED 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:

21. Using students for preparation or dissemination of campaign materials;
22. Distributing political materials;
23. Distributing or otherwise seeking signatures on petitions of any kind;
24. Posting political materials; and
25. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

**Note:** This policy is similar to Policy 3.23. If you change this policy, review 3.23 at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised:

## 8.18— CLASSIFIED PERSONNEL DEBTS

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

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

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

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

**Note:** This policy is similar to Policy 3.24. If you change this policy, review 3.24 at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised:

## 8.19— NONCERTIFIED PERSONNEL GRIEVANCES

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

### **Definitions**

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

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

33. More than one individual has interest in the matter; and
34. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
35. The group has designated an employee spokesperson to meet with administration and/or the board; and

36. All individuals within the group are requesting the same relief.

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half

of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

will have ten working days in which to deliver a written response to the grievance to the employee.

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After

reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a —group grievance,|| the Board shall first determine if the composition of the group meets the definition of a —group grievance.|| If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, 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.

**Notes:** **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. This policy is similar to Policy 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

Legal References: ACA § 6-17-208, 210

Date Adopted:

Last Revised:

**8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED**

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

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

Noncertified Personnel Policy grievance is based upon:

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

Grievance (be specific):

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

What would resolve your grievance?

\_\_\_\_\_

Supervisor's Response

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

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

Date Adopted:

Last Revised:

## **8.20— CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

The Earle 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:

16. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
17. 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
18. 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.

**Note:** This policy is similar to Policy 3.26. If you change this policy, review 3.26 at the same time to ensure applicable consistency between the two.

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

Date Adopted:

Last Revised: June 2011

## **8.21— CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

**Note:** This policy is similar to Policy 3.27. If you change this policy, review 3.27 at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised:



## 8.22— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Earle 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 work or 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 3.28. If you change this policy, review 3.28 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. § 6-21-10 A.C.A. § 6-21-111

Date Adopted:

Last Revised:

**8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT**

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

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

The Earle School District agrees to allow the employee identified above  
(—Employee) to use the district's technology to access the Internet under the following  
terms and conditions:

1. Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;

b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;

c. posting anonymous messages on the system;

d. using encryption software;

e. wasteful use of limited resources provided by the school including paper;

f. causing congestion of the network through lengthy downloads of files;

g. vandalizing data of another user;

h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;

i. gaining or attempting to gain unauthorized access to resources or files;

j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

k. using the network for financial or commercial gain without district permission;

l. theft or vandalism of data, equipment, or intellectual property;

m. invading the privacy of individuals;

n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;

o. introducing a virus to, or otherwise improperly tampering with, the system;

p. degrading or disrupting equipment or system performance;

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

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

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

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

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

**Note:** This policy is similar to Policy 3.28F. If you change this policy, review 3.28F at the same time to ensure applicable consistency between the two.

Date Adopted:

Last Revised:

## **8.23— CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE\***

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

### **SECTION ONE**

#### **Definitions:**

**Eligible Employee:** is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>

**FMLA:** is the Family and Medical Leave Act

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

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

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

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

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

*Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility*



or continuing treatment by a health care provider.

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

Year: the twelve (12) month period of eligibility shall begin on July first of each schoolyear.

## **Policy**

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

## **Leave Eligibility**

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

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

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

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

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

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

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

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

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

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

#### ***District Notice to Employees***

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

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. <sup>4</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>5</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>6</sup> If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

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

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick , personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>5</sup>

### **Health Insurance Coverage**

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

District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.<sup>7</sup>

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

An employee who chooses to not continue group health plan coverage while on FMLA leave, is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>8</sup>

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

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

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

\*Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

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

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

### **Provisions Applicable to Section One**

#### **Employee Notice to District**

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice. If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice

must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

**Unforeseeable Leave:**

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

## **Medical Certification**

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

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

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

*ff.* The employee requests an extension of leave;

*gg.* Circumstances described by the previous certification have changed significantly;

*and/or*

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



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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave. **10**

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the

workers compensation injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her workers’ compensation payments, but for the duration of the employee’s FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

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

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

### *Failure to Return to Work:*

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

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

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

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

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

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

#### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## SECTION TWO

### FMLA LEAVE CONNECTED TO MILITARY SERVICE

#### **Leave Eligibility**

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

#### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>12</sup>

## **Definitions:**

**Covered active duty** means

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

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

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

## **Certification**

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

## **Employee Notice to District**

### *Foreseeable Leave:*

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

### *Unforeseeable Leave:*

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

### ***Substitution of Paid Leave***

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

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

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

### ***Special Provisions relating to Instructional Employees as Defined in This Policy***

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

### **SERIOUS ILLNESS**

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



## **Definitions:**

Covered Service Member is

17. 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

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

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

\*a military medical treatment facility as an outpatient; or

\*a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

*Serious Injury or Illness:*

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

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

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

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

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

are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

#### **Medical Certification<sup>14</sup>**

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

#### **Employee Notice to District**

Foreseeable Leave:

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

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

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

#### *Unforeseeable Leave:*

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

#### ***Substitution of Paid Leave***

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

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

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

### **Special Provisions relating to Instructional Employees (as defined in this policy)**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 at the same time to ensure applicable consistency between the two.

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella.

The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #3 **AND** by the employee's receipt of this policy in the employee handbook.

1 It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full 12 weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for 8 hours per workday, the employee would have only worked 1040 (130 x 8=1040) which would make the employee ineligible for FMLA leave for the year following the year in which the employee took the leave.

2 Districts can choose one of four possible —12-month periods. Each one has possible advantages and disadvantages. The four options are:

13. the calendar year;

14. Any fixed 12-month leave year such as a fiscal year or a year starting on an employee's —anniversary date;

15. The 12-month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;

16. A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.



3 A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

*The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

4 We suggest you use the Department of Labor's *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as Appendix D) to help you fulfill the requirements of this section. It's available at the link in footnote #3 or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has

more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, 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 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

6 There are several issues that must be addressed in the written notice. Appendix E of Part 825 available from the Wage and Hour Division of the US Department of Labor is a good way to both give you employee written notice and help ensure you have included the necessary information in the notice. Appendix E is available at the link contained in footnote#3 or by calling the ASBA office.

7 The District cannot cancel an employee's insurance for the employee's failure to pay his/her share of the premium until the payment is 30 or more days late. The District must give prior, written notice to the employee at least 15 days prior to the cancelation of the policy stating that the policy will be terminated on a given date if payment is not received by that date which must be at least 15 days from the date of the letter.

8 Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of

leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following except from 29 CFR 825.212(c):

*If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.*

**9** You may choose the time interval of the required duty to report, but it must be reasonable.

**10** ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

includes language entitling employees with up to 15 days of sick leave in a school-year for issue relating to the adoption of child. 1 you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

**11** The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. Unfortunately, the titles of the DOL forms leave a lot to be desired. The *Designation notice* **and** the *Medical Condition Certification* form are both listed as Appendix E. For this section you will actually need both of them; the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are both available at the link in footnote #3 or by calling the ASBA office.

**12** The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

While the current CFR has not been updated since the FMLA law was amended, it can still be helpful to give an idea of the types of circumstances that trigger leave eligibility.

**13** You can use Appendix G, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. (It hasn't been updated to meet the changes in the FMLA law, but it will work. It's available at the link in footnote #3 or by calling the ASBA office.

**14** You can use Appendix H, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #3 or by calling the ASBA office.

Cross Reference: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE

Legal References: 29 USC §§ 2601 et seq.

29 CFR part 825

Date Adopted:

Last Revised: June 2012

#### **8.24—SCHOOL BUS DRIVER'S USE OF CELL PHONES**

*Any driver of a 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 not operate a school bus while using a cell phone unless the vehicle is safely off the road with the parking brake engaged, to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following emergency situations.*

*An emergency system response operator or 911 public safety communications dispatcher;*

*A hospital or emergency room;*

*A physician's office or health clinic;*

*An ambulance or fire department rescue service;*

*A fire department, fire protection district, or volunteer fire department; or*

*A police department.*

*Legal References: A.C.A. § 6 -19 -120*

*Date Adopted:*

*Last Revised: June 2012*

## **8.25— CLASSIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.<sup>1</sup>

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an —as needed basis provided it is not during designated work time.<sup>2</sup>

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.<sup>3</sup>

**Notes:** This policy is similar to Policy 3.34. If you change this policy, review 3.34 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The goal is to eliminate the use of cell phones during designated work time. You may change who has the authority to approve the use of cell phones if you wish to.



**2** The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job's duties. Cell phones **cannot** be issues as a fringe benefit, but only as a —legitimatell need related to their job's responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee's cell phone plan. There has been no change to the use of school computers for personal purposes.

**3** This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS,  
ETC.

7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted:

Last Revised: June 2012

## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING**

### **BULLYING**

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

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

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

**Definitions:**

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

22. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
23. Substantial interference with a student's education or with a public school employee's role in education;
24. 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
25. 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:

- F) Necessary cessation of instruction or educational activities;
- G) Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
- H) Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
- I) 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:

- (K) Sarcastic "compliments" about another student's personal appearance,
- (L) Pointed questions intended to embarrass or humiliate,
- (M) Mocking, taunting or belittling,
- (N) Non-verbal threats and/or intimidation such as —fronting or "chesting" a person,
- (O) Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,

- (P) Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- (Q) Blocking access to school property or facilities,
- (R) Deliberate physical contact or injury to person or property,
- (S) Stealing or hiding books or belongings, and/or
- (T) Threats of harm to student(s), possessions, or others.,
- (U) Sexual harassment, as governed by policy 8.20, is also a form of bullying,
- (V) Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: —Slut!) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: —You are so gay. “Fag”“Queer”).

**Note:** 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 3.38. If you change this policy, review 3.38 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: June 2011

## 8.27—NONCERTIFIED PERSONNEL LEAVE —

### INJURY FROM ASSAULT

Any staff member 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 staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member 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 staff member's employment.

**Note:** This policy is similar to Policy 3.15. If you change this policy, review 3.15 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-17-1308

Date Adopted:

Last Revised:

## **8.28— DRUG FREE WORKPLACE - NONCERTIFIED 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. (Insert substance abuse resources here.)<sup>1</sup>

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the

superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

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



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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

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

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

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

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

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

impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

**Notes:** <sup>1</sup> This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, “Such services are available from the following sources...”

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their

policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a onetime event. For assistance in constructing a drug awareness program the

Department of Labor has the following web site:

<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

This policy is similar to Policy 3.31. If you change this policy, review 3.31 at the same time to ensure consistency between the two.

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

Date Adopted:

Last Revised:

**8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

**CERTIFICATION**

I, hereby certify that I have been presented with a copy of the  
\_\_\_\_\_ 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 \_\_\_\_\_

## **8.29—NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

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

Videos, automatic identification, or data compilations containing evidence of a violation

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

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

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

*Note: This policy is similar to policies 4.48 and 3.41. If you change this policy, review 4.48 and 3.41 at the same time to ensure applicable consistency between the policies.*

*Date Adopted:*

*Last Revised: June 2011*

## **8.30— CLASSIFIED 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 nonrenewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the



same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than 160 days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to —bump or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees 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.<sup>1</sup> 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 classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years, with the starting date of the two (2) year period being the date of board action on the nonrenewal recommendation. The non-renewed employee shall be eligible to 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. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have 10 working days from the date that the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the 10 day time period. A lack of response or a non-renewed employee's refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall end the district's obligation to rehire the non-renewed employee and no further rights to be rehired shall exist.

## SECTION TWO

### **Option A2**

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

### **Option B2**

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

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

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Earle School District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

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

The intention of this section is to ensure that those Earle School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

**Notes:** **1** For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$8.50 an hour to \$12.50 an hour, and one maintenance employee is making \$14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

**2** Select the option of your choice. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted:

Last Revised: June 2012

**8.31—CLASSIFIED PERSONNEL TERMINATION AND NONRENEWAL**

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing **Act A.C.A. § 6-17-1701 through 1705**. The Act specifically is not made a part of this policy by this reference. A copy of the code is available in the office of the principal of each school building.

Legal reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

**8.32—CLASSIFIED PERSONNEL ASSIGNMENTS**

*The superintendent shall be responsible for assigning and reassigning noncertified personnel.*

Date Adopted:

Last Revised:

### **8.33—CLASSIFIED 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 Earle School District shall operate by the following calendar. (2015/2016 School Calendar)

Note: Be sure your calendar includes work days and holidays.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:



## 8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY

### REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT

#### OR NEGLECT

It is the statutory duty of noncertified school district employees **who are mandatory reporters** and 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 for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>2</sup>. 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 **who is a mandatory reporter** 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: **1** For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-12-507(b).

**2** 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.

This policy is similar to Policy 3.40. If you change this policy, review 3.40 at the same time to ensure applicable consistency between the two.

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

Date Adopted:

Last Revised:

## **8.35—RELEASE OF STUDENT’S FREE AND REDUCED PRICE MEAL**

### **ELIGIBILITY INFORMATION**

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

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

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

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.<sup>2</sup>

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.

<sup>1</sup> The district owns the data and has the right to choose whether or not to release it to **anyone**. (Isn't that interesting!) Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

<sup>2</sup> 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:

Last Revised:

## 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the superintendent. 1. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

An employee who is absent from work due to a workplace injury or receiving temporary disability benefits due to a Workers' Compensation claim will utilize any sick leave accumulation he or she may have at the rate of 1/3 of a sick leave day for day of absence to bring the total amount of combined income up to 100% of usual contracted pay, unless

the employee gives the school district written notice to not use sick leave days in this manner. No employee may realize a net compensation gain from a combination of Workers' Compensation benefits and sick leave in excess of contracted pay. Sick leave days used for workplace injuries will not be restored to the employee.

Note: 1 Insert the **position** of the person to be notified.

This policy is similar to policy 3.44. If you change this policy, review 3.44 at the same time to ensure applicable consistency between the two.

Cross Reference: 3.32—CERTIFIED 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:

Last Revised:

## **8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and students. However, 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.

## **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, Instagram, Snap Chat and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage staff 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 guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff 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 face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staffmembers are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, 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.

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

Notes: While this policy is not required by any statute, ASBA strongly recommends adopting it after consulting with staff for localizing purposes.

This policy is similar to policy 3.45. If you change this policy, review 3.45 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The policy's separate definitions for "social networking websites" and —professional/education social networks‖ are important. Districts are encouraged to establish —professional/education social networks‖ as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on —social networking websites.‖ ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private social networks. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it

much harder to change them if the need arises.

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

\*Sharing personal landline or cell phone numbers with students;

\*Text messaging students;

\*Emailing students other than through and to school controlled and monitored accounts;

\*Soliciting students as friends or contacts on social networking websites;

\*Accepting the solicitation of students as friends or contacts on social networking websites;

\*Creation of administratively approved and sanctioned —groups on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;

*\*Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.*

Date Adopted: June 2011

Last Revised:

## **8.38—CLASSIFIED PERSONNEL VACATIONS**

240 day contracted employees are credited with 10 days of vacation<sup>1</sup> at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved by the superintendent who shall consider the staffing needs of the district in making his/her determination.<sup>2</sup>

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.<sup>3</sup> Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee's current daily rate of pay.

Notes: This policy is similar to policy 3.46. If you change this policy, review policy 3.46 at the same time to ensure applicable consistency between the two.

<sup>1</sup> Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in

the paragraph's final sentence for used, but unearned vacation.

**2** Insert the position that will be responsible for approving vacation requests.

**3** This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the **practice** of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

Date Adopted: June 2011

Last Revised:

### **8.39—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 daily 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 3.47—DEPOSITING COLLECTED FUNDS. If you change this policy, review 3.47 at the same time to ensure applicable consistency between the two.

<sup>1</sup> “Daily” is a suggested length of time that aligns with policy 7.7. You may select a different time period, but if you change it, be sure to change policy 7.7 to match. The reason for this policy and the shorter timeline is to protect both the district and employees from possible overnight theft which is only covered by insurance if there are receipts to prove the existence of the funds and even then, there is a deductible (often \$1000). It could often be the case that the receipts and the funds would be in the same envelope and be stolen at the same time. The bottom line is that the daily timeline is to protect both the district and the employee.

Date Adopted:

Last Revised: June 2012



