

AGENDA

EARLE SCHOOL DISTRICT BOARD MEETING March 28, 2019

The Commissioner of Education assumed authority over the Earle School District on November 6, 2017. The Commissioner of Education acts in lieu of a local school board until such time that a school board is reinstated.

Reports:

-
1. Superintendent's Report- Previously submitted to State Board
 2. Audit Report
 3. Fiscal Report

Action Items:

1. Request to approve the updated SY 19/20 Certified Salary Schedule.
2. Request to accept the SY 19/20 School Calendar.
3. Request to approve contract for the Old High School Building.
4. Request to approve MOU Arkansas Transportation Alternatives Program (TAP) Grant.
5. Request to eliminate the entire Pre-school Staff Positions
6. Request to hire Assistant Girl's Track Coach

7. Request to approve Volunteer Track Coach
 8. Request to eliminate the Elementary Dean of Student's Position.
 9. Request to approve the SY 18/19 High Priority Bonus.
 10. Request to approve Certified Staff for SY 19/20.
 11. Request to approve Section 3 Certified Personnel Policies
-

Action Item 1:

Recommendation to accept the updated SY 19/20 Certified Salary Schedule.

Background Information:

The SY 19/20 Certified Salary Schedule has been reviewed and updated by the PPC.

Attachment(s) Yes No

SY 19/20 Certified Salary Schedule

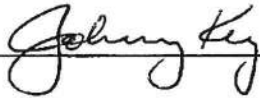
Superintendent Recommendation:

It is recommended that the Commissioner approve the updated SY 19/20 Certified Salary Schedule.

Commissioner's Decision:

Approve Recommendation
Deny Recommendation
Return item for more information

Signature



Date

4/23/19

EARLE SCHOOL DISTRICT/18-02-000
CERTIFIED TEACHER SALARY SCHEUDLE
2019-2020

EXPERIENCE	BSE	BSE+15	MSE	MSE+15
0	33000	33308	37550	37859
1	33461	33769	38100	38410
2	33922	34230	38650	38961
3	34372	34690	39200	39512
4	34843	35151	39750	40063
5	35304	35612	40300	40719
6	35765	36073	40850	41390
7	36226	36534	41400	41775
8	36957	37265	42450	42990
9	37417	37725	43000	43650
10	37878	38186	43550	44300
11	38339	38647	44328	45353
12	38880	39108	45542	46568
13	39261	39836	46911	47936
14	39721	40296	47462	48487
15	40304	40879	48012	49038
16	40765	41340	48563	49588
17	41226	41801	49114	50139
18	41687	42262	49665	50690
19	42148	42823	X	X
20	42608	43283	X	X

Dr. Richard Wilde
Superintendent

Earle School District

1401 3rd Street | P.O. Box 637 | Earle, AR 72331
(870) 792-8486 | Fax (870) 792-8897



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019,
by and between Earle School District ("Lessor") and CHIPGANG Inc. ("Lessee").

RECITALS

(a) WHEREAS, Lessor and Lessee have agreed that Lessee may lease the former Earle High School ("Building"), located at 1425 Second Street, Earle, Arkansas 72331, which is owned by Lessor; and

(b) WHEREAS, Lessor and Lessee desire to enter into this Agreement for purposes of improving, renovating and maintaining the Building owned by Lessor, which will also be used for community events.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Property. Lessor agrees to lease to Lessee the following described property in Earle, Arkansas: former Earle High School ("Building").

COMMISSIONER APPOINTED ADVISORS

ERIC COX SARAH JOHNSON ARTHUR BERRY CHARLIE COX APRIL WEATHERSPOON
PRESIDENT VICE PRESIDENT SECRETARY MEMBER MEMBER

Term. The term of this Agreement shall be for a period of one (1) year beginning on the date hereof, at a total annual rental fee of One Dollar (\$1.00) per year to be paid at the inception of this Agreement and on the same date of each succeeding year thereafter during the term. The lease may be terminated by Lessor upon Lessee's non-compliance with the terms of this Agreement. The lease will be renewed or extended by agent of Lessor and Lessee, and renewal is contingent on Lessee making improvements, as described in Paragraph 3.

Improvements. Lessee agrees to make reasonable improvements to the Building to improve it and maintain its status on the Arkansas Historical Register. All improvements to the leased property shall be made at the sole cost and expense of Lessee and must be approved by Lessor before the improvements are made. Annually the lessee and the lessor will outline in writing the improvements necessary for renewal of the contract.

Expenses. All expenses incidental to Lessee's use of the leased property shall be borne by Lessee.

Condition of Premises. Lessee accepts said premises in its current condition as of the beginning of the lease and agrees to take good care of the premises and keep same in a good, clean condition; to refrain from loud or unnecessary noise or other disturbances such as may disturb others; to commit no waste thereon; to obey all laws and ordinances affecting said premises; not to use the premises in violation of any laws; and to repay the Lessor the cost of all damage to the premises caused by Lessee, its employees or guests.

Lease Purpose. The leased premises will be used by Lessee to benefit the community, including community programs and lessor.

Prohibited Use. Lessee will not do or permit anything to be done, in, upon or about the leased premises which increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises for the purpose described hereinabove. Lessee will not do or permit to be done anything in, about or upon the leased premises that interferes with the rights or tends to annoy Lessor, or that conflicts with state or local laws, or the regulations of the local fire department or state board of health, which creates a nuisance or that is dangerous to persons or property. Lessee will not use the Building for a school that educates children in grades kindergarten through twelfth grade.

Assignment. This lease shall not be assigned, or any part of the leased premises sublet, without the prior written consent of the Lessor. If Lessor consents to an assignment or subletting, Lessee shall remain liable for the due performance of all of the agreements and conditions herein.

Maintenance. Lessee agrees to maintain the property in good repair, ordinary wear and tear excepted, and not to permit any nuisance to be maintained thereon.

Liability of Lessor. Lessee agrees that Lessor shall not be liable for injury or damage to person or property of Lessee, its guests, employees or invitees, occurring in, on or about the leased premises or occurring anywhere in or on the building in which the leased premises are located or in or upon the grounds in which the building is located or in any building or structure on said grounds, howsoever caused or arising. The lessee must provide proof of insurance with the name Earle School District as co-insured.

Utilities. Lessee will pay direct to the utility companies all statements and deposits for utility services rendered or charged to the Building during the term of this lease, and will pay any tax assessment by any improvement districts made against the property during the term of this lease.

Taxes; Insurance. Lessee will pay any taxes assessed against the real property and the improvements thereon. Lessee shall maintain insurance coverage on the premises.

Destruction of Premises. In case of partial destruction or injury to said premises by fire, windstorm, lightning, the elements, or any other casualty of a type insurable by usual fire and extended coverage insurance, the lease shall not terminate, except as hereafter provided, and the Lessee shall repair the same with reasonable dispatch after notice to Lessor of such destruction or injury. Lessee shall bear responsibility for the payment of any insurance deductible in the event of loss. In the event said premises are rendered totally untenable by fire, windstorm, lightning, the elements or such other casualty, or in the event the building of which the demised premises are a part (though the demised premises may not be affected) be so injured or damaged so that the then cost of restoration or repair shall exceed \$200,000.00, the lease shall terminate at the sole option of Lessor, to be exercised within sixty (60) days after such damage or destruction, and the rent shall be paid up to the date of such injury or damage. In the event Lessor elects not to terminate the lease and to rebuild for the use of Lessee, Lessor shall restore or rebuild the same within a reasonable time, and the lease shall continue. During repair or restoration of the premises and building, the rent shall abate in proportion to loss of use of the premises.

Right of Re-Entry. Lessor may enter said premises at any time with pass key or otherwise to examine same.

Indemnification. Lessee will hold Lessor harmless from liability by reason of any activities or conditions created or carried out by said Lessee upon or from said premises.

Surrender. Lessee further covenants and agrees that upon the expiration of said term, or upon the termination of the lease for any cause, it will at once peacefully surrender and deliver up

the whole of the above described premises together with all improvements thereon to the Lessor, its agents and assigns.

Holdover Tenant. Lessee covenants that its occupancy of the said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.

Right of Cancellation. If it should become necessary for Lessor to utilize said property for school purposes, it shall have the right to cancel this Lease Agreement at any time for such purpose upon thirty (30) days prior written notice.

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arkansas.

No Waiver. The failure of either party to this agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions.

Effect of Partial Invalidity. The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Modification of Agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Board Approval. This Agreement is subject to the approval of and ratification by the Lessor's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on this _____ day of _____, 2019.

LESSOR:

EARLE SCHOOL DISTRICT

By: _____
Name: Dr. Richard Wilde
Title: Superintendent

LESSEE:

CHIPGANG Inc.

By: _____
Name: Ramonda Henderson
Title: CEO

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dr. Richard Wilde, to me personally well known, who stated that he is the Superintendent of the Earle School District, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of the Earle School District, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

Notary Public

My commission expires:

(S E A L)

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Ramonda Henderson, known to me (or satisfactorily proven) to be the CEO of CHIPGANG Inc., and who stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2019.

Notary Public

My commission expires:

(S E A L)

Action Item 2:

Recommendation to accept the SY 19/20 School Calendar.

Background Information:

The SY 19/20 School Calendar has been reviewed and finished by PPC. Including all the holidays and school closing days.

Attachment(s) Yes No

SY 19/20 School Calendar

Superintendent Recommendation:

It is recommended that the Commissioner approve the updated SY 19/20 School Calendar.

Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature



Date

4/23/19

Earle School District 2019 - 2020 School Calendar

July 2019

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

August 2019

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

September 2019

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

October 2019

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

November 2019

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

December 2019

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

January 2020

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

February 2020

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

March 2020

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

April 2020

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

May 2020

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

June 2020

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

Five Summer Staff Development	Scheduled by Bldg.
Open House	August 10 th
First Day of Classes	August 13 th
Labor Day (No School)	September 2 nd & 3 rd
No School	October 7 th
Fall Break (No School)	November 25 th -29 th
Staff Development/ Flex Day	December 20 th
Winter Break	December 23 rd - January 3 rd
Staff Development (No Students)	January 6 th
MLK Holiday (No School)	January 20 th
Presidents' Day (No School)	February 17 th
Spring Break (No School)	March 23 rd -27 th
Good Friday	April 10 th
Memorial Day (No School)	May 22 nd & May 25 th
Last Student Day	May 28 th
Staff Development	May 29 th
<i>Nine Week Grading Periods</i>	
First 9 Weeks Ends -	October 16 th
Second 9 Weeks Ends -	December 19 th
Third 9 Weeks Ends -	March 13 th
Fourth 9 Weeks Ends -	May 28 th

Early Dismissals will take place every W

Quarters Ending	Staff Development	Work Day
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Dr. Richard Wilde
Superintendent

Earle School District

1401 3rd Street | P.O. Box 637 | Earle, AR 72331
(870) 792-8486 | Fax (870) 792-8897



Memorandum of Understanding

WHEREAS, City of Earle, and Earle School District (ESD) have come together to collaborate and to make an application for Arkansas Transportation Alternatives Program (TAP) Grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the City of Earle will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners was submitted to the Office Arkansas Department of Transportation (ArDOT) on May 1, 2018;

Earle School District was pursuing funding options for the warning lights on Highway 64 near the high school when the TAP Grant was found. ESD asked the city to sponsor the project and the city council and mayor agreed. The city council passed the resolution on May 1, 2018 to proceed. This collaborative is to repair the school zone lights on Hwy 64 near Earle High School and the sidewalks on Hwy 64B near Earle Elementary.

COMMISSIONER APPOINTED ADVISORS

ERIC COX	SARAH JOHNSON	ARTHUR BERRY	CHARLIE COX	APRIL WEATHERSPOON
PRESIDENT	VICE PRESIDENT	SECRETARY	MEMBER	MEMBER

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- *The City of Earle is the Sponsor of this project therefore is subjective to ArDOT;*
- *The City of Earle and Mayor will act as advisors in this collaborative;*
- *ESD will be responsible for all finances in this collaborative meaning paying for expenses of the project to be reimbursed by the City of Earle upon reimbursement by ArDOT;*
- *ESD named employee will oversee the construction of the project.*

The roles and responsibilities described above are contingent on City of Earle receiving funds requested for the project described in the TAP grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be March 15, 2019 through June 30, 2020.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By _____
Mayor, City of Earle

By _____
Superintendent, Earle SD

Date _____

Date _____

Action Item #5:

Recommended to eliminate the entire Preschool Staff Positions.

Background Information:

The Earle School District is seeking to Reduce expenditures and eliminate the entire Preschool staff and their positions. The Earle School District has made a conscious decision to move the ABC/Preschool program to the Crowley's Ridge Educational Services Cooperative in Harrisburg, AR.

Fiscal Impact:

Projected Budget

Attachment(s) Yes No

Superintendent's Recommendation:

It is recommended that the Commissioner approve the eliminating of the entire Preschool/ABC staff positions.

Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature

 _____

Date

4/23/19

Action Item # 6:

Recommendation to hire Steven Jefferson as Assistant Girl's Track Coach.

Background Information:

Mr. Steven Jefferson has been apart of the Earle School District since 2017 as an High School Business Teacher. Mr. Jefferson was recommended by the Head Coach Mrs. Tiffany Williams to be her assist.

Fiscal Impact:

Projected Budget

Attachment(s) Yes No

Recommendation Letter

Superintendent's Recommendation:

It is Recommended that the Commissioner approve the hire of Steven Jefferson as assistant Girl's Track Coach.

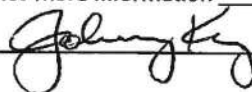
Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature



Date

4/23/19

Monday, March 11, 2019

Dr. Richard Wilde, Earle Superintendent
1401 3rd St.
Earle AR, 72331

SUBJECT: Letter of Recommendation for assistant girls track coach

I would like to recommend Steven Jefferson for the position of assistant girls track coach.

After talking with Head Girls Coach Tiffany Williams she has recommended Steven Jefferson for the position of assistant girls track coach. Mr. Jefferson ran high school track & field and has been teaching and substitute teaching in the district for 3 years. I agree with her recommendation and I can see Mr. Jefferson in that role. Mr. Jefferson is a man of high moral character and he believes in our students.

Respectfully,

Albert A. Coleman, Athletic Director
Earle School District

Action Item # 7:

Recommendation to approve Volunteer Track Coach Donald Williams to assist the Track Coaches, with daily practices and equipment management.

Background Information:

Given that the Track program consists of a Junior High, and Senior High and given the district only provides 4 coaches. The AD has recruited and identified appropriately AAA volunteer to assist with the logistic and management of the 4 teams. The AAA requires all volunteer coaches to be approved by the local School Board. The Identified volunteer has completed all AAA required courses and have completion certificate on file with the district.

Attachment(s) Yes No

Description of volunteer coach duties.

Superintendent's Recommendation:

It is recommended that the Commissioner approve the request to approve the following volunteer coach.


Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature



Date

4/23/19

Earle High School Volunteer Coaches

Arkansas Activities Association * 3920 Richards Road * North Little Rock, AR 72117
501-955-2500 * Fax 501-955-2600 or 955-2521 * www.ahsaa.org

2018-2019

**REGISTERED VOLUNTEER COACH VERIFICATION (SCHOOL'S REQUIRED)
(INCLUDING SCHOOL COACHES OF COMPETITIVE SPIRIT TEAMS)
FOR EACH ACTIVE REGISTERED VOLUNTEER COACH WHO MUST BE CREDENTIALLED
THROUGH THE AAA-NFHS COACHES EDUCATION PROGRAM**

1. The school is required to have the following confirmed credentials and submit the required paperwork to the AAA office prior to the individual having contact with student athletes.
2. By state law a Registered Volunteer CANNOT receive financial compensation for such services.
3. A Registered Volunteer Enrollment form must accompany this verification form to the AAA office.

Responsibilities

- Assist the Head Coach in planning and supervising games and practices.
- Promote the values of responsibility and commitment, and emphasize the importance of academics first and foremost.
- Teach fundamental skills to the children while emphasizing skill development, fair play, teamwork, sportsmanship, and fun.
- Provide a safe environment for practice and games by checking the condition of fields and equipment each day.
- Encourage the involvement of the parents in the sport.
- Provide a safe and fun environment for the children.
- Learn and follow all league rules, policies, and procedures.
- Report any problems with fields, equipment, player behavior, parent behavior, or officials to the Head Coach.

I have read and understand the above job description for the Registered Volunteer duties that are associated with Earle High School. I agree and accept the terms of the job description.

Donald Williams 9/26/018

Applicant signature Date

DONALD WILLIAMS

Name (printed)

Action Item # 8:

Recommendation to eliminate the Elementary Dean of Student Position.

Background Information:

The Earle School District is in fiscal distress and is seeking to reduce expenditures due to declining Enrollment. The District is recommending the elimination of the Elementary Dean of Student Position for the 19/20 school year. This position was added in SY 17/18 and is therefore the most recent non-categorically funded position. The district is considering further reductions which will be presented in the April Board Agenda

Fiscal Impact:

Projected Budget Savings of \$75,000

Attachment(s) Yes No

Superintendent's Recommendation:

It is recommended that the Commissioner approve the elimination of the Elementary Dean of Students position.

Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature



Date

4/23/19

Action Item 9:

Recommendation to approve
the SY 18/19 High Priority Bonus.

Background Information:

Earle School District teachers annually receive a recruitment or retention bonus provided through the Arkansas Department of Education. The High Priority Bonus amount per teacher is based on the number of qualifying staff in eligible staff identified. It is therefore the request of the district to distribute the funds once final amounts are determined and the district receives the funds.

Attachment(s) Yes No

List of qualified teachers submitted for verification to ADE for calculating bonus amounts.

Superintendent Recommendation:

It is recommended that the Commissioner approve the Distribution of the High Priority Bonus as determined by ADE following the receipt of funds.

Commissioner's Decision:

Approve Recommendation
Deny Recommendation
Return item for more information

Signature Johnny Key Date 4/23/19

Action Item # 10:

Recommendation to approve the Certified Staff
for SY 19/20.

Background Information:

The Earle School District is aware that 40% of our
staff is not Certified at this time. We are
recommending that the Certified staff be offered
contracts for SY 19/20.

Attachment(s) Yes No

List of Certified Employee's

Superintendent Recommendation:

The Superintendent recommends that the
Commissioner approve the Earle School
District SY 19/20 list of employee's to offer
contracts.

Commissioner's Decision:

Approve Recommendation

Deny Recommendation

Return item for more information

Signature



Date

4/23/19

Earle School District SY 19/20 Staff

- Linda Maples
 - Natasha Clay
 - Larry Hosman
 - Carloss Guess
 - Bobby Lockett
 - Chelsea Henderson
 - Tonya Brasfield
 - Juanita Bohanon
 - Karen Peacock
-
- Jessica Jefferson
 - Latrice McClinton
 - Tiffany Williams
 - Delores Bodry
 - Angela Cole
 - Jana Hatley
 - Sarah Hattle
 - Cassandra Ludgood
 - Fredrick Miller
 - Debora Pounds
 - Barbara Smith
 - Zena Witherspoon
 - Alison Thompson
 - Reginnia Williams
 - Felicia Watson
 - Claudie Forrest
 - Terri Sturghill
 - Steven Jefferson
 - Abri'el Williams

- Michael Campbell
 - Christopher Conway
 - Sophia Hughes
 - Chelsea Henderson
 - Sandress Hughes
 - Steffany Tacker
 - Annette Thompson
 - Corey Garrett
 - Michael Small
 - Shanetta Wade-Taylor
-
- Albert Coleman

Action Item #11:

Recommendation to adopt Section 3 Revisions of the Earle School District Policy manual.

Background Information:

The License Personnel Policies for the district have been reviewed and updated. The administration personalized this section of the School Board Association recommended policies to Earle School District. Specific Policies revised are: 3.2, 3.6, 3.8, 3.9, 3.10, 3.11, 3.14, 3.17, 3.18, 3.19, 3.20, 3.26, 3.27, 3.28, 3.31, 3.32, 3.33, 3.34, 3.38, 3.53, 3.54

Fiscal Impact:

Projected Budget

Attachment(s) Yes No

Revised/Updated Policies

Superintendent's Recommendation:


It is recommended that the Commissioner adopt "Section 3" revisions as presented of the Earle School District Policies.

Commissioner's Decision:

Approve Recommendation

Denied Recommendation

Return item for more information

Signature 

Date 4-15-19

Action Item #11:

Recommendation to adopt Section 3
Revisions of the Earle School District
Policy manual.

Background Information:

The License Personnel Policies for the district
have been reviewed and updated. The
administration personalized this section of
the School Board Association recommended
policies to Earle School District. Specific
Policies revised are: 3.2, 3.6, 3.8, 3.9, 3.10,
3.11, 3.14, 3.17, 3.18, 3.19, 3.20, 3.26, 3.27,
3.28, 3.31, 3.32, 3.33, 3.34, 3.38, 3.53, 3.54

Fiscal Impact:

Projected Budget

Attachment(s) Yes No

Revised/Updated Policies

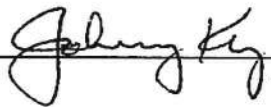
Superintendent's Recommendation:

It is recommended that the
Commissioner adopt "Section 3" revisions
as presented of the Earle School District
Policies.

Commissioner's Decision:

Approve Recommendation
Denied Recommendation
Return item for more information

Signature



Date

4/23/19

Subject: Re: March boardbook

Date: Monday, April 15, 2019 at 11:34:24 AM Central Daylight Time

From: Richard Wilde

To: Gina Windle (ADE), Tish Knowles

Gina,

Would you return the items from the last Board Packet. Please have the Commissioner sign and check the Policy action item "Returned for additional information" We will then fix and resubmit in April packet.

Thank you for the assistance.

Richard Wilde

On Thu, Apr 11, 2019 at 11:11 AM Gina Windle (ADE) <Gina.Windle@arkansas.gov> wrote:

Good morning,

Per our review of the updated policies in your March board book, we are requesting the following edits and/or additional information:

- ✓ 1. 3.10 – Licensed Personnel Planning Time
 - * Change "at a rate of \$12/class session covered" to "at his/her hourly rate of pay" per statute
2. 3.33 – Assignment of Extra Duties for Licensed Personnel – *still pending*
 - * Needs additional wording added
3. 3.38 – Licensed Personnel Responsibilities Governing Bullying – *no info*
 - * The date of adoption doesn't correlate with the date of pending board approval. Please adjust accordingly.
- ✓ 4. 3.32 – Licensed Personnel Family Medical Leave
 - * There appear to be missing pages from the policy. Please send any additional pages.

Everything else looks good. We will get this signed and returned as soon as the updates are made and reviewed.

Sincerely,

-- Gina

Gina Windle

Chief of Staff

Arkansas Department of Education

Four Capitol Mall

Little Rock, AR 72201

Office: 501-683-0205

Cell: 501-519-9515

Subject: Fwd: 3.10

Date: Saturday, April 20, 2019 at 10:17:46 AM Central Daylight Time

From: Richard Wilde

To: Gina Windle (ADE)

This is documentation of the PPC agreement with changes made per Commissioner request and submitted to you on 4/20/19. The email is from the Earle District PPC email account.

----- Forwarded message -----

From: ESD PPC <esdppc@esdbulldogs.org>

Date: Wed, Apr 17, 2019 at 12:14 PM

Subject: 3.10

To: <rwilde@esdbulldogs.org>

The PPC has reviewed the new wording the section 3.10 and accepts the change as presented in 3.10.

Thanks,
ESD PPC

Subject: Fwd: 3.10- As amended
Date: Saturday, April 20, 2019 at 9:58:41 AM Central Daylight Time
From: Richard Wilde
To: Gina Windle (ADE)
CC: Tish Knowles, Mike Hernandez (ADE), Tiffany Williams

Gina,

here is the wording change agreed between the district and PPC. The adoption dates and revised dates will be added based on the date the Commissioner signs the Board Action. This would be a revised policy. Adoption date will be the date last year. That is why it says pending board. When we remove the red type, dates will be added that correspond to date of signature by the Commissioner. I will forward the email from the PPC agreeing with the change.

Richard Wilde

----- Forwarded message -----

From: Chelsea Henderson <henderson.chelseahallett@gmail.com>
Date: Wed, Apr 17, 2019 at 12:12 PM
Subject: 3.10- As amended
To: Richard Wilde <rwilde@esdbulldogs.org>

3.10 —LICENSED PERSONNEL PLANNING TIME

The Superintendent or designee 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. Teachers needing to go to the district office (or scheduled work meetings) during their planning time will provide notice to the principal by email or direct verbal communication.

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.

In the event that a substitute cannot be secured for an absent teacher, the principal or designee may assign a teacher to cover a class during his/her designated planning time as needed. Assigned teachers shall be compensated at their hourly rate of pay for any week in which the assigned teacher does not have 200 minutes of planning time.

Legal Reference: A.C.A. § 6-17-114(a)(d)

PENDING BOARD APPROVAL (02/16/19)

Subject: Fwd: 3.33- Policy As Is
Date: Saturday, April 20, 2019 at 10:04:06 AM Central Daylight Time
From: Richard Wilde
To: Gina Windle (ADE)
CC: Tiffany Williams, Tish Knowles, Mike Hernandez (ADE)

Gina, we have removed the added wording to this policy. We have mutual agreement between the district and the PPC to continue to work on this policy and to revise when the duty expectations for "extra duties" is finalized. Thus, no action is needed on this policy. It was adopted last year. There will be a revision for this policy sometime during the summer that will have reference to duty expectations.

Richard Wilde

----- Forwarded message -----

From: Chelsea Henderson <henderson.chelseahallett@gmail.com>
Date: Wed, Apr 17, 2019 at 12:03 PM
Subject: 3.33- Policy As Is
To: Richard Wilde <rwilde@esdbuildogs.org>

3.33 —ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

Volunteers will be sought, but from time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent or designee as circumstances dictate. For employees assigned the following list of extra duties, the PPC and the district administration will develop written expectations and resources: homecoming, prom, class sponsors, graduation, senior night, senior trip/day, senior banquet, May Day, and class trips.

Legal Reference: A.C.A. § 6-17-201

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Chelsea Henderson
Northeastern University
Mathematics 2013

Subject: Fwd: Section 3.32
Date: Saturday, April 20, 2019 at 10:11:24 AM Central Daylight Time
From: Richard Wilde
To: Gina Windle (ADE)
CC: Tish Knowles, Tiffany Williams, Mike Hernandez (ADE)

This is the complete policy. I am not sure why the whole policy did not come through to you at ADE. It is all in Red because we do not find it in those policies adopted last year. It appears that a different policy was listed under this number. Some mix up. This is the policy submitted last year, but we had a lot of difficulty with transmission. Just to be safe and clear, we added it to the list of revised policies and will list this as adopted based on the Commissioner's signature for the action with the March board packet.

Call me if you have questions.

Richard Wilde

----- Forwarded message -----

From: Chisea Henderson <henderson.chelseahallett@gmail.com>
Date: Wed, Apr 17, 2019 at 11:59 AM
Subject: Section 3.32
To: Richard Wilde <rwilde@esdbulldogs.org>

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) 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 – FMLA LEAVE GENERALLY

Definitions

“Eligible Employee” is an employee who has:

Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and

Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

“FMLA” is the Family and Medical Leave Act

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 eighteen (18), or age eighteen (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.

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
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 legally married couple who are both eligible employees employed by the District may not take more

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

Health Insurance Coverage

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

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

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

If an employee gives unequivocal notice of an 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 the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

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

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

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

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

Medical Certification

Second and Third Opinions: 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:

- The original certification is for a period greater than thirty (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.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on a recertification may be required.

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

transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

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

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

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

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

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

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

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

defined by federal regulations.

Definitions

“Covered active duty” means:

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

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

Certification

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 the requested certification.

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

Armed Forces receiving medical care as outpatients.

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

“Serious Injury or Illness”:

A. In the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

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

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

“Year”, for leave to care for the serious injury or illness of a covered service member, 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 twelve (12) months after that date.

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered

Unforeseeable Leave

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered 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 service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned

semester.

Leave less than three (3) weeks prior to end of the semester

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.

29 CFR part 825

Date Adopted:

Last Revised: PENDING BOARD APPROVAL (02/16/19)

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Chelsea Henderson
Northeastern University
Mathematics 2013

3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

"~~Building level or district level leader~~" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the Superintendent or designee, deputy Superintendent or designees, associate Superintendent or designees, and assistant Superintendent or designees.¹

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

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

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

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by Superintendent or designee. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the district from another Local Education Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.

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

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

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

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

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

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

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

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

Building Level or District Level Evaluations

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

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

Building level or district level leaders, ~~except for beginning administrators, who have been placed in the Intensive category and building level or district level leaders who have not had a summative evaluation the previous three (3) years will~~ shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for ~~inquiry-category~~ building level or district level leaders, ~~except for beginning level administrators~~ to be summatively evaluated, at least one quarter (1/4) of each school's ~~inquiry-category~~ building level or district level leaders will be selected for evaluation by Superintendent or designee. Beginning ~~building level or district level leaders~~ administrators shall have a summative evaluation in the year following the completion of their beginning building level or district level leader period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the district from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

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

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

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

- The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or district-level leader; and
- The building- or district-level leader's progression on his or her professional growth plan.

While building level or district level leaders are required to be summatively evaluated once every four (4) years, the Superintendent or designee may conduct a summative evaluation in any year.

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. §6-17-2801 et seq.
A.C.A. §11-3-204
ADE Rules Governing Educator Support and Development~~the Teacher Excellence and Support System~~
~~ADE Rules Governing the Leader Excellence and Development System (LEADS)~~

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD

APPROVAL

(02/16/19)

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

All employees shall attend all local PD training sessions as directed by his/her supervisor.

As part of the District's School District Support Plan (SDSP),

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in

each program shall be used to continuously improve PD offerings and to revise the school improvement plan. SLIP.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP, or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not preapproved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD 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 PD activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by the employee's appropriate supervisor.

To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology PD that is integrated within other PD offerings, including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the District's or school's PDP includes such training, is approved for flex hours, or is part of the employee's PGP and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.

Beginning in the 2013-14 school year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133. For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

Beginning in school year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies.

Beginning in school year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD 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.

Beginning in the 2015-16 school year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of PD in teen suicide awareness and prevention, which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

Beginning in the 2016-17 school year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Beginning with the 2018-19 school year, the District shall provide professional development for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers licensed at the elementary level or in special education and professional development for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction for teachers licensed in an area other than the elementary level or in special education. The professional development will be designed so that, by the beginning of the 2021-22 school year, all teachers employed in a teaching position that requires an elementary education license or special education license shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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 PD.

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

All licensed personnel shall receive training related to compliance with the District's anti-bullying policies.

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

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

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

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

Teachers required by the Superintendent or designee, 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 hours of PD required annually.

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with state law and current ADE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

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

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

In addition to other required PD, personnel of Alternative Learning Environments shall receive PD on classroom management and on the specific needs and characteristics of students in alternative education environments.

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

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

Approved PD activities may include:

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

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

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills(6-15-1303).

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION-
Policy
4.37—EMERGENCY DRILLS
Policy 5.2—PLANNING FOR EDUCATIONAL
IMPROVEMENT

Legal References: Arkansas State Board of Education- Standards for Accreditation
15.04.1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Educational Support and Accountability
Act
ADE Rules Governing the Arkansas Financial Accounting and Reporting
System
and Annual Training Requirements
ADE Rules Governing Student Special Needs Funding
ADE Advisory Guidelines for the Use of Student Restraints in Public School or
Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-15-2907
A.C.A. § 6-15-2911
A.C.A. § 6-15-2912
A.C.A. § 6-15-2913
A.C.A. § 6-15-2914
A.C.A. § 6-15-2916
A.C.A. § 6-16-1203
A.C.A. § 6-17-429
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-710
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-18-708
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

Date Adopted: 04/30/18

Last Revised:
PENDING BOARD APPROVAL (02/16/19)

3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

1. Employee is a fulltime 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 12 days of sick leave per contracted year, to be issued in increments of 6 days each semester (three of which may be used for personal leave).
4. Accumulated Sick Leave is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.
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.
6. "Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District Policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American's With Disabilities Act; or due to a compensable Worker's Compensation Claim.
7. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee's contract length and that is not excused pursuant to: District Policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans with Disabilities Act; or due to a compensable Worker's Compensation Claim.

Sick Leave

The principal, in consultation with the Superintendent or designee, 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.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (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 also applies. Except for bonding time, documentation shall be provided by the employee upon request.

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

At the discretion of the principal (or Superintendent or designee), and, if FMLA is applicable, subject to the certification or recertification 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 discipline up to and including termination.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the makeup PD

Legal References: A.C.A. §6-17-1201 et seq.
29 USC §§ 2601 et seq.
29 CFR part 825

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/19)

3.9—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. An eligible employee may enroll by donating a minimum of one (1) sick leave day, but not more than three (3) sick leave days of his or her accumulated leave to the bank. ~~Only those employees who contribute two (2) days to the sick leave bank during a given contract year, shall be eligible to withdraw from the sick leave bank.~~

The Superintendent or designee in consultation with the PPC 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 five (5) 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.

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 a legally married couple 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.¹

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 04/30/18

Last Revised:

3.10—LICENSED PERSONNEL PLANNING TIME

The Superintendent or designee 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. Teachers needing to go to the district office (or scheduled work meetings) during their planning time will provide notice to the principal by email or direct verbal communication.

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.

In the event that a substitute cannot be secured for an absent teacher, the principal or designee may assign teachers to cover classes during their planning time as needed. Assigned teachers shall be compensated for having to plan outside of the regular student day at a rate of \$12 per class session covered (not to exceed seven (7) sessions).

Legal Reference: A.C.A. § 6-17-114(a)(d)

Date Adopted: 04/30/18

Last Revised:
PENDING BOARD APPROVAL (02/16/19)

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL AND PERSONAL LEAVE

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 or her 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 or designee. 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, 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 (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.

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 be able to utilize three (3) days from their accumulated sick leave as personal leave per contract year. The leave may be taken in increments of no less than half day.

Employees shall take personal leave or leave without pay for those absences which are not specifically 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 purpose 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 or her supervisor or designee at least seventy-two (72) twenty-four (24) hours prior to the time of the

requested leave. ~~The seventy-two-hour twenty-four-hour~~ requirement may be waived by the supervisor when the supervisor deems it appropriate. The supervisor or designee has twenty-four (24) hours from submission to approve or deny the requested leave.

Personal leave may not be granted the day before or the day after a holiday, unless deemed appropriate by the superintendent.

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

Professional Leave

~~Professional Leave is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his or her 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 or designee. 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, 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 (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.~~

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/19)

3.14—LICENSED PERSONNEL JURY DUTY

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

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

Employees shall receive their regular pay from the district while serving jury duty, 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. (following the 5th day of duty).

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 04/30/18

Last Revised:
PENDING BOARD APPROVAL (02/16/19)

~~3.17—INSULT OR ABUSE OF LICENSED PERSONNEL~~ POLICY DELETED

3.18

~~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: 04/30/18~~

~~Last Revised:~~

3.19—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

An employee of the District may not be employed in any other capacity (including self-employment) during regular working hours.

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

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

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

Sick Leave and Outside Employment

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

Cross References: 3.8—LICENSED PERSONNEL SICKLEAVE
 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'
 COMPENSATION

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

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/19)

3.20—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

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

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.

Inquiries on nondiscrimination may be directed to Superintendent or designee, who may be reached at (870) 792- 8486, or 1401 Third Street, Earle AR. 72331.

For further information on notice of nondiscrimination or to file a complaint, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 18004213481.

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

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

For purposes of this policy, veteran is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
 - Form DD214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran's Administration (in the case of an applicant with a service related disability).

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

Legal References: Arkansas Department of Education Rules Governing Background Checks

A.C.A. § 6-17-301.410

A.C.A. § 6-17-410

A.C.A. § 6-17-411

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/19)

~~3.22 DRESS OF LICENSED EMPLOYEES~~

~~3.32 Insert Family Medical Leave~~

~~Employees shall ensure that their dress and appearance are professional and appropriate to their positions and exceed the expectations of student dress codes. At the start of each school year, principals and staff will review appropriate dress expectations for the building and submit to the Superintendent or designee.~~

~~Date Adopted: 04/30/18~~

~~Last Revised:~~

3.26 —LICENSED PERSONNEL SEXUAL HARASSMENT

The Earle School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment; that the district does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment; and the potential discipline for perpetrating sexual harassment.

Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:
 - a. Sexual advances;
 - b. Requests for sexual favors;
 - c. Sexual violence; or
 - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. Denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
 - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
 - b. 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
 - c. 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 environment.

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

leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

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

Leave more than five (5) weeks prior to end of the semester

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

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

Leave less than five (5) weeks prior to end of the semester

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

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

Leave less than three (3) weeks prior to end of the semester

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

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions

"Covered active duty" means:

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

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

Certification

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 the requested certification.

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

SERIOUS ILLNESS

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

Definitions

"Covered Service Member" is:

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:

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

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

"Serious Injury or Illness":

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

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

"Year", for leave to care for the serious injury or illness of a covered service member, 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 twelve (12) months after that date.

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

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

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

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered 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 service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

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

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

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

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

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

Leave more than five (5) weeks prior to end of the semester

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

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

Leave less than five (5) weeks prior to end of the semester

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

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

Leave less than three (3) weeks prior to end of the semester

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted:

Last Revised: PENDING BOARD APPROVAL (02/16/19)

3.27 — ~~LICENSED PERSONNEL SEXUAL HARASSMENT~~

3.28 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:

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

Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or

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

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

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

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

~~individual self identifies as homosexual; and spreading rumors related to a person's alleged sexual activities.~~

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

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

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

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

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

~~Date Adopted: 04/30/18~~

~~Last Revised:~~

3.28F**3.28F—LICENSED 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:

- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software other than when required by the employee's job duties;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
- g. vandalizing data of another user;
- h. obtaining or sending information which that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals other than when required by the employee's job duties;
- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;

- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the District Technology Coordinator or his/her designee except for District technology personnel as part of their job duties.

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

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

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

Employee's Signature: _____ Date _____

Date Adopted: PENDING BOARD APPROVAL (02/16/19)

Last Revised:

-INSERT

3.31 —LICENSED PERSONNEL SCHOOL CALENDAR

The Superintendent or designee shall present to the personnel policies committee (PPC) a school calendar which the Board has adopted as a proposal. The Superintendent or designee, 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 District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The Earle School District shall operate by the following calendar posted our district website.

~~**INSERT 2019-2020 CALENDAR**~~

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

Date Adopted: 04/30/18
Last Revised: ~~PENDING BOARD~~

~~APPROVAL (02/16/19)~~

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) 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 – FMLA LEAVE GENERALLY

Definitions

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting 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 related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and 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 eighteen (18), or age eighteen (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.

Policy

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

Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
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 legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.³ 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 applicability⁴ determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.

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

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

Concurrent Leave Under the FMLA

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access

additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

If an employee gives unequivocal notice of an 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 the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of his/her 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, that 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 at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of

such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

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

Unforeseeable Leave:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

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

Medical Certification

Second and Third Opinions: 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:

- The original certification is for a period greater than thirty (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.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

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

No second or third opinion on a recertification may be required.

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

Substitution of Paid Leave

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

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

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 worker's 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 worker's 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 his/her contract.

Intermittent or Reduced Schedule Leave

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

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

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

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

3.33 —ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

Volunteers will be sought, but from time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent or designee as circumstances dictate. For employees assigned the following list of extra duties, the PPC and the district administration will develop written expectations and resources: homecoming, prom, class sponsors, graduation, senior night, senior trip/-day, senior banquet, May Day, and class trips.

PENDING ADDING WORDING AFTER MEETINGS WITH PRINCIPALS

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 04/30/18

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 or designee, building principal, or their designees.

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

All employees are forbidden from using school issued (or funded) cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER
 ELECTRONIC DEVICES
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B
 A.C.A. § 27-51-1602
 A.C.A. § 27-51-1609

Date Adopted: 04/30/18

Last Revised:

3.36—LICENSED PERSONNEL DISMISSAL AND NONRENEWAL

For procedures relating to the termination and nonrenewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act (A.C.A. §§ 6-17-1501 et seq.) and the Teacher Evaluation Support System (A.C.A. §§ 6-17-2801 et seq.). The Acts specifically are not made a part of this policy by this reference.

A copy of the statutes are available for review in the office of the principal of each school building.

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

Date Adopted: 04/30/18

Last Revised:

3.38 —LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

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

Definitions:

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

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

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;

- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

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

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

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

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

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

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

1. Sarcastic comments compliments about another student's personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Nonverbal threats and/or intimidation such as fronting or chesting a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
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, and/or
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: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/18)

3.53—LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW

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

Date Adopted: 04/30/18

Last Revised:

3.54—VOLUNTARY TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

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

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Arkansas Department of Education (ADE) Rules Governing Class Size and Teaching Load. A fifth (5th) through twelfth (12th) grade teacher may not teach more than one hundred fifty (150) students per day without receiving additional compensation except when the reason for the teacher exceeding the one hundred fifty (150) per day student maximum is due to the teacher teaching a course or courses that ADE has defined as lending itself to large group instruction.

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

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

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

Neither the District nor the teacher are obligated to:

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

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

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

Date Adopted: 04/30/18

Last Revised:

PENDING BOARD APPROVAL (02/16/19)

3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

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

- Head and face protection:
 - o Hard hat;
 - o Bump cap;
 - o Welding helmet;
 - o Safety goggles;
 - o Safety glasses;
 - o Face shield;

- Dust/mist mask;
- o Half-face canister respirators;

- Hearing protection:
 - o Ear plugs;
 - o Ear muffs;

- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
 - o Leather;
 - o Latex;
 - o Rubber;
 - o Nitrile;
 - o Kevlar;
 - o Cotton;

- Body protection:
 - o Welding apron;
 - o Welding jackets;
 - o Coveralls/Tyvek suits;

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

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

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

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or

wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

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

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

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

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

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

Date Adopted: PENDING BOARD APPROVAL (02/16/19)

Last Revised:

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on 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.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.²

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
 - The sanctions, if any, the District intends to impose on the alleged perpetrator.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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.

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Legal References: — Title IX of the Education Amendments of 1972, 20 USC 1681, et seq.
34 CFR part 106
A.C.A. § 6-15-1005 (b) (1)

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Date Adopted:

Last Revised: PENDING BOARD APPROVAL (02/16/19)