

**SECTION 3---LICENSED PERSONNEL**

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## **GENERAL SECTION**

The Board of Directors (“The Board”) is required by law to establish personnel policies within the School District. Said policies shall be filed, along with an affidavit signed by the President of The Board, attesting compliance with state law requiring personnel policies with the Chairman of the State Board of Directors.

All personnel policies adopted by The Board shall be given to each teacher or administrator employed for the first time by the School District. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board.

The personnel policies of each school district in effect at the time a teacher’s contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent.

Any changes or additions to the personnel policies shall not be considered a part of the licensed personnel contracts until the next fiscal year. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions to the personnel policies may take effect before the next fiscal year are approved by a majority of the licensed personnel employed by the district voting by secret ballot. The voting and counting shall be conducted by the election committee.

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

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

Ref: Ark. Code Ann. 6-17-201 through 206

Date Adopted:

Last Revised: April 9, 2012

### **3.1-LICENSED PERSONNEL SALARY SCHEDULE**

The following are included in this manual under the Appendix Section:

Appendix A: Licensed Personnel Salary Schedule

Appendix B: Administrative Position Salary Schedule

Appendix C: Extracurricular Assignments Salary Schedule

Appendix D: Specialized Salary Schedule

Appendix E: Athletic Supplemental Salary Schedule

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purpose of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the personnel department and the payroll department. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

#### **Non-Traditional Licensure Program**

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

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

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

Legal References: ACA § 6-17-201, 202, 2403

ACA § 6-20-2305 (f)(4)

ADE Rules Governing School District Requirements for Personnel Policies,  
Salary Schedules, Minimum Salaries, and Documents Posted on District  
Websites

Date Adopted: 6/11/07

Last Revised: 4/18/2013



## **3.2 LICENSED PERSONNEL EVALUATIONS**

Evaluations of LICENSED personnel undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

Legal Reference:           A.C.A. § 6-17-1504

Date Adopted: 6/11/07

Last Revised:

### **3.3 EVALUATION OF LICENSED PERSONNEL BY RELATIVES**

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

Date Adopted: 6/11/07

Last Revised:

### **34 LICENSED PERSONNEL REDUCTION IN FORCE**

#### **SECTION ONE**

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

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

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

#### **Points**

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

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

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means a permanent, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training. Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments changes. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

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

## **SECTION TWO**

The employees of any school district which annexes to, or consolidates with, the Forrest City School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Forrest City School District, if any, at the time of the annexation or consolidation, or within ninety 90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Forrest City School District. Such employees will not be considered as having any seniority within the Format City School District and may not claim an entitlement under a reduction in force to any position held by a Forrest City School District employee prior to, or at the time of or prior to the expiration of ninety 90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety 90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Forrest City School District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety 90) days and/or through the completion of the reduction in-force process. This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety 90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section. The intention of this section is to ensure that those Forrest City School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 7/19/06 Last Revised: 6/11/07

### **3.5 LICENSED PERSONNEL CONTRACT — RETURN**

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

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

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

Date Adopted: 6/11/07  
Last Revised:

### **3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

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

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

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

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This time extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the District, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The District shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for District scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the

building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the District and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies. Up to once every five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement.

All licensed personnel shall receive two (2) hours of professional development in teen suicide awareness and prevention one (1) time every five (5) school years which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

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

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

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

All licensed personnel shall receive at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum

shall meet the criteria established by ADE Rule which shall be based on the curriculum approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission Up to once every five (5) years; an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirement. For the purposes of this training, “licensed personnel” includes school social workers, psychologists, and nurses.

All licensed personnel shall receive training related to compliance with the District’s ant bullying policies.

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

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

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

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

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

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

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness



as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

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

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

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
ADE Rules Governing the Arkansas Financial Accounting and Reporting  
System  
and Annual Training Requirements  
A.C.A. § 6-5-405  
A. C.A. § 6-10-122, 123  
  
A.C.A. § 6-15-404(f) (2)  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1703  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-705  
A.C.A. § 6-17-708  
A.C.A. § 6-17-1202  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-61-133

Date Adopted: 6/11/07

Last Revised: 4/23/12

### **3.7 LICENSED PERSONNEL DRUG TESTING Scope of Policy**

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

#### **Methods of Testing**

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

#### **Definition**

Safety sensitive function includes:

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

#### **Requirements**

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

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

#### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical

practitioner, knowledgeable of the driver's job responsibilities, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. Violation of any of these prohibitions may lead to disciplinary action being taken against the employee, which could include termination or non-renewal.

### **Testing for Cause**

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

### **Refusal to Submit**

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

Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;

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

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment. Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

If the results of an alcohol test administered to a driver are equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the

time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

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

Legal Reference:       A.C.A. § 6-19-108  
                              A.C.A. § 27-23-201 et seq.  
                              49 C.F.R. § 382-101-- 605  
                              49 C.F.R. § part 40

Arkansas Division of Academic Facilities and Transportation Rules Governing  
Maintenance and Operations of Arkansas Public School Buses and Physical  
Examinations of School Bus Drivers

Date Adopted: 6/11/07  
Last Revised: 4/23/12

### **3.8—LICENSED PERSONNEL SICK LEAVE**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence with full pay from one’s duties in the District for personal illness or illness in one’s immediate family, except for an absence due to a personal injury resulting from either assault or other violent criminal act as provided by law.
3. “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 With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Sick Leave” is absence from work whether paid or unpaid that exceeds 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 American With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
6. “Accumulated Sick Leave” is the total days of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the teacher.

#### **Sick Leave**

The Board of Directors shall grant to every teacher in the District sick leave at full pay for the substitute at the rate of one (1) day per month or major portion thereof that the teacher is contracted. A teacher shall be entitled to such leave only for reasons of personal illness or illness in his or her immediate family. Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed. If a teacher resigns or leaves his or her teaching position for any reason before the end of the school term, the district may deduct from the teacher's last pay check full compensation for any days of sick leave used in excess of the number of days earned.

The Administration shall maintain a record of sick leave used and accumulated for each teacher. Sick leave days not used by a teacher shall be credited to the teacher up to a maximum of ninety (90) days. A teacher taking sick leave may use any amount up to his or her total number of accumulated days. A teacher transferring to this district from another Arkansas school district, an education service cooperative, a state education agency, or a two-year college in the State of Arkansas may transfer into this district up to ninety (90) days of unused sick leave. The accumulated and unused sick leave credit shall be granted to the teacher upon furnishing proof in writing from the school district, education service cooperative, state education agency, or two-year college. Any teacher who leaves the district with unused sick leave will not be compensated for

the unused days. An employee who returns to the district shall receive credit for the unused days they had when they left the district. Any licensed employee who used one (1) day of sick leave on a mandatory professional development day, and made up the missed mandatory professional day on a non contract day shall be credited one (1) day of sick leave.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, **3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE**, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the current of employee's daily rate pay which is that employee's total contracted salary, divided by the days of contracted 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 employee's pay at the employee's pay at the daily rate as defined above.

District employees who are husband and wife will be permitted to share his/her accumulated sick leave. (Approved 6/8/2009)

At the discretion of the principal (or Superintendent), 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 dismissal.

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

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

If the employees absences excessive or grossly excessive as defined in this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick leave will be limited to the teacher, and their spouse, children, parents, or others in the immediate family; brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of teacher or spouse.

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

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

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

Date Adopted: June 8, 2009  
Date Revised: June 6, 2013

### **3.8 A BEREAVEMENT**

**Amendment adopted by The Board on December 14, 1981:**

Amendment adopted by The Board on July 9, 2012

Five (5) days death in family leave shall apply to each death in the employee's family of designated member of the family whenever death should occur. The immediate members of the family shall be limited to: husband or wife, children, brother, sister, father, mother, son-in-law and daughter-in-law. The remaining immediate family father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of employee of employee or employee's spouse shall stay at (3) days leave.

Cross Reference: Policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date

Adopted:5/19/97

Last Revised: 11/12/12



### 3.9 SICK LEAVE BANK

#### I. Purpose

The Forrest City School District administers a Sick Leave Bank for all full-time licensed personnel who wish to participate. Participation is on a voluntary basis. The purpose of this program is to grant to its participants an extended leave period above and beyond the existing sick leave policy.

#### II. Membership

- A. Any member of the Forrest City School District faculty may become a participant for one year by contributing his or her regular sick days to the sick leave bank established for this program. This contribution may not be withdrawn.
- B. Initial membership will be taken through November 1 of each school year.
- C. A person joining the faculty after November 1 must wait until the next school year to be eligible to join the sick leave bank.

#### III. Review Board

- A. The Review Board shall be comprised of the following: one licensed staff member from each building elected by each school and the superintendent or his or her designee. Review Board members may not be a current member of the Licensed Personnel Policy Committee, or a staff member who is not participating in the Sick Leave Bank.
- B. If at any time, there is a vacancy in a school representative position, or the administrative position, the position will be filled as required in section 3.A.

#### IV. Program Limits

- A. The total number of days that may be withdrawn by an individual shall not exceed thirty (30) days.
- B. In order to operate after the first year, a minimum of one hundred-fifty (150) days must be in the bank after the beginning of the year contributions.
- C. If, at the end of the school year, the number of days in the bank exceeds three hundred (300), then current members will receive automatic memberships at the beginning of the next school year. New members must contribute to the bank.
- D. Days left in the bank at the end of the year will carry over to the next school year.
- E. In the event the number of the days in the bank is depleted in any given school year, then those members participating may be assessed an additional sick day. If a participant has no earned sick days to contribute to replenish the sick bank, membership ceases until the earned day can be contributed.
- F. As a general guideline for the Review Board, days may be withdrawn only for absence due to catastrophic illness or injury to a participant or a participant's spouse, children, parents, or any other relative living in the same household. Catastrophic illness or injury for the purpose of this policy has been defined by the court as a serious illness or disease that has, or ordinarily has, permanent or detrimental effect on the body and/or leaves a permanent injury. A severe illness has an effect on the

general health or continuance of life of the person affected. It does not mean temporary physical disturbance or ailments speedily and entirely recoverable from, not interfering materially in pursuit of one's vocation, producing no permanent effect. Neither normal pregnancy, nor elective or non-emergency surgery, cosmetic surgery, or correctional surgery which in the opinion of medical experts can be performed in the summer months, or non-life threatening conditions shall qualify for withdrawal of sick leave bank.

In order for an illness or injury to be considered catastrophic the illness or injury must be of such magnitude that the employee's life or the life of a spouse, children, or parent, or any other relative living in the same household, is endangered and/or his or her health is impaired to such extent that he/she/they have no option but to seek immediate medical treatment that requires extended time away from the job. The following list is not exhaustive, but identifies some health conditions that are included and excluded as catastrophic under this definition:

Included: Cancer(s)/Tumor(s), Heart Attack, Aneurysm, Stroke, Non-elective surgery, Debilitating/Immobilizing injury or condition, Acute Illness/Disease

Excluded: Elective Surgery, Pregnancy/Delivery without severe complications, Recurring Infection (cold, flu, etc.)

The employee will be required to submit certification by a physician stating that it would be impossible for the employee to perform the basic functions of his or her job.

- G. It is the intent of this program to provide additional leave only after twenty (20) days of absence has occurred.
- H. For extended absences due to job-related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from other governmental agencies.
- I. Beyond the total accumulation of days in the sick bank and additional assessment of an extra day, this program offers no further guarantee of coverage.

#### V. Procedure

- A. Withdrawal will be permitted only after the following has been met:
  - 1. The participant or his or her spokesperson has submitted a written request accompanied by a physician's statement of the probable length of disability.
  - 2. All accumulated regular sick leave days have been used.
  - 3. All personal leave days have been used.
  - 4. All vacation days have been used.
  - 5. All "sub-pay"
  - 6. After all the above entitled days are exhausted
- B. Request forms may be obtained from each building administrator and/or the District administration office.
- C. Fewer than the maximum thirty (30) days can be given at one time to a participant who can return to the Review Board for more days if the need continues.

#### VI. By-Laws

- A. The Sick Leave Bank membership by a 2/3 majority vote may submit recommendations to the Licensed Personnel Policy Committee for consideration.

## VI. By-Laws

- A. The Sick Leave Bank membership by a 2/3 majority vote may submit recommendations to the Licensed Personnel Policy Committee for consideration.
- B. The Licensed Personnel Policy Committee will present recommendations for change in the Sick Leave Bank to the School Board.
- C. The Review Board will act as administrative body of the program with the chairperson elected by the Review Board.
- D. This program will be considered in effect when 50% of the eligible membership has joined.

### Spouses employed by district

District employees who are husband and wife shall be permitted to share his/her accumulated sick leave. These days shall not be considered part of the Sick Leave Bank.

Date Adopted: 6/8/2009

Date Revised: 10/10/2013

### **3.10— LICENSED PERSONNEL PLANNING TIME**

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

Each teacher will be provided a minimum of two hundred (200) minutes each week. 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 have his/her planning time occur outside of the student instructional day. For this purposes of this policy, the student instructional day mean the time that students are required to be present at work.

A teacher who does not receive the planning time required under this policy shall be compensated at his/her hourly rate of pay for each missed planning period except for planning periods missed because of occasional, not regularly scheduled field trips, fire drills, or bomb scares.

### **3.10 A. LICENSED PERSONNEL DUTY FREE LUNCH**

All licensed personnel will be afforded the opportunity for a thirty (30) minute uninterrupted duty-free lunch period during each student instructional day. If a teacher does have duty during the regularly scheduled lunch period for the grade they are assigned to teach, the teacher shall be given their lunch period thirty (30) minutes before or after that grades' lunch period. If a teacher teaches more than one grade, then that teacher shall be given their lunch thirty (30) minutes before or after one of the grades' lunch period.

Any teacher not receiving a duty-free lunch period during each student instructional day as provided in this policy shall be compensated at his/her hourly rate of pay for each missed lunch period.

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

Date Adopted:6/11/07

Last Revised:3/28/13

### **3.11 LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE**

#### **Personal Leave**

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

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 3.8, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave does accumulate from one contract year to the next. Personal leave may not be taken the day before or the day after a holiday.

#### **Professional Leave**

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



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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 6/11/07

Last Revised 4/23/12

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

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

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

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

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

Legal Reference:           A.C.A. § 12-12-913 'g) '2)  
                                  Arkansas Department of Education Guidelines for  
                                  "Megan's Law" A.C.A. § 5-14-131

Date Adopted: 6/11/07

Last Revised:



### **3.13 LICENSED PERSONNEL PUBLIC OFFICE**

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

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

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

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

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

Date Adopted: 6/11/07

Last Revised: 4/23/12

### **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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

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

This policy is similar to Policy 8.10. If you change this policy, review 8.10 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: 6/11/07

Last Revised: 7/13/2010

### **3.15 LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT**

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 6/11/07

Last Revised

### **3.16 LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

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

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

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

Date Adopted: 6/11/07:

Last Revised

### **3.17 INSULT OR ABUSE OF LICENSED PERSONNEL**

It is unlawful during regular school hours and in a place where a public school employee is required to be in the course of his or her duties for any person to address a public school employee using language that in its common acceptance is calculated to:

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

An employee may report to the police any time this policy is violated.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: 6/11/07

Last Revised: 4/9/2012

### **3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

Legal Reference: A.C.A. § 6-22106, 107, 111

Date Adopted: 6/11/07

Last Revised:

### 3.19 LICENSED PERSONNEL EMPLOYMENT CRITERIA

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

- I. Objective Considerations
  - Instructional and Administrative Personnel
  - 1. Certificate required for job description
  - 2. Arkansas Teaching Certificate
  - 3. Completed Teacher Application
  - 4. Official transcript of all college work
  - 5. Copy of N.T.E. scores
  - 6. Response to interview questions
  - 7. Two Educator's Response forms
  - 8. Endorsement in Subject Area

#### II. Subjective Considerations

- A. Past performance
- B. Past evaluation
- C. Past reference
- D. Leadership ability
- E. Rating
- F. Cooperation
- G. Personality
- H. Experience

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

Ref: U.S. Const. amends. XIV, S1; 42 U.S.C. SS2000e-3 to -17; U.S.C. S1681; 29 U.S.C. S794; 29 U.S.C. S621

Date Adopted: 5/19/97

Last Revised: 7/13/2010

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

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

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: 6/11/07

Last Revised: 4/23/12



### **3.21 LICENSED PERSONNEL TOBACCO USE**

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 6/11/07

Last Revised:

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

All teachers should set an example for students by dressing professionally each day. Professional attire does not include blue jeans, tennis shoes, scrubs, or jogging suits unless the attire is necessary for a medical reason or is part of the position, i.e., physical education teachers, therapists, special education self-contained teachers and nurses.

Principals and building supervisors have the discretion to allow the staff to wear jeans, tennis shoes, or other clothing on “special days”. These days shall include, but are not limited to, field trips, fun days, or other school wide events.

Any teacher may wear the clothing of any established and recognized religion.

Date Adopted: 6/11/07

Last Revised: 11/12/2012

### **3.23 LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

Using students for preparation or dissemination of campaign materials;

Distributing political materials;

Distributing or otherwise seeking signatures on petitions of any kind;

Posting political materials; and

5. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: 6/11/07

Last Revised:

### **3.24—LICENSED PERSONNEL DEBTS**

For the purposes of this policy, "garnishment" of a district employee is when the employee has lost a lawsuit to a judgment creditor who brought suit against a school district employee for an unpaid debt, has been awarded money damages as a result, and these damages are recoverable by filing a garnishment action against the employee's wages. For the purposes of this policy, the word "garnishment" excludes such things as child support, student loan or IRS liens or voluntary deductions levied against an employee's wages.

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his income garnished by a judgment creditor, dismissal may result.

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

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

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

Date Adopted: 6/11/07

Date Revised: 04/18/2013

### 3.25 LICENSED PERSONNEL GRIEVANCES

**PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to concerns which may arise affecting employees related to the personnel policies or salary payments of this district.

**DEFINITIONS:** "Grievance" means a concern raised by an employee related to the interpretation, application, or claimed violation of the personnel including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district.

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

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

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

"Grievant" means the person(s) raising the concern.

"Employee" means a person employed by this school district under a written contract.

"Party of Interest" means the employee(s) raising the concern, any individual or group who might be required to take action or any employee against whom action might be taken in order to resolve the concern.

"Days" means work days. Any weekday other than a holiday whether or not the employee under provisions of their contract is scheduled to work or whether they are currently under contract.

#### PROCESS

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

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

**LEVEL TWO** (when appeal is to the building principal): Upon receipt of a Level Two

Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days, the matter will be considered resolved and the employee shall not further right with respect to said grievance.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board

of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

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

Date Adopted: 6/11/07

Last Revised: 7/9/12

**3.25F—LICENSED PERSONNEL GRIEVANCE FORMS**

*Forrest City School District*

**GRIEVANCE FORM**

**STEP 1**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

Reason for Grievance:

\_\_\_\_\_

Action Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

\_\_\_\_\_

Date

Results of Discussion:

\*\*\*\*\* Date Received:

\_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Administrator: \_\_\_\_\_

Date: \_\_\_\_\_



***Forrest City School District***

**LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM**

NAME: \_\_\_\_\_

DATE: SUBMITTED TO SUPERVISOR: \_\_\_\_\_

Personnel Policy Grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What would resolve your grievance?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Supervisor's Response:**

**Date Submitted to Recipient:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Adopted: 6/11/07

Date Revised: 7/9/12

***Forrest City School District***  
**GRIEVANCE FORM**

STEP 3: REQUEST FOR APPEAL OF DECISION AT STEP 2 LEVEL
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*(Attach copy of Steps 1 and 2 to this form)*

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

Action Requested:

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\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Date Received: \_\_\_\_\_

Action Taken:

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\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

***Forrest City School District***

**GRIEVANCE FORM**

**STEP 4: REQUEST FOR APPEAL OF DECISION AT STEP 3 LEVEL**

(Attach copy of Steps 1, 2 and 3 to this form)

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

Position: \_\_\_\_\_ School: \_\_\_\_\_

Action Requested:

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\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Date Received by Superintendent: \_\_\_\_\_

Action Taken by The Board:

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\_\_\_\_\_  
Signature of Board Member

\_\_\_\_\_  
Date

### **3.26 LICENSED PERSONNEL SEXUAL HARASSMENT**

The Forrest City School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated. Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences. It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

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

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment. Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees. Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities. Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form. Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination. Individuals, who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

### **3.27 LICENSED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: 6/11/07

Last Revised:

### ***3.28 Forrest City School District Acceptable Computing Device and Network Use Policy***

Technology users' responsibilities go beyond general care of computers, iPads, and other computing devices.. The Forrest City School District's policy addresses the acceptable use of technology hardware, software, networks, and the Internet.

#### **District Responsibility Regarding the Computing Network**

A. The Forrest City Public School District is responsible for:

1. Management of the network--the wires and devices (e.g., servers, routers, switches) that comprise the Network.
2. Setting standards for the hardware and software that can be used in the network.
3. Maintaining and repairing equipment purchased by the district for use in the network.
4. Providing training to users in the use of all district-supported hardware and software
5. Assigning and revoking privileges regarding use of the network
6. Defining the rights and responsibilities of users and enforcing acceptable use standards

B. The Forrest City School District will provide users with hardware, software, and electronic resources that support the mission of the school district. However, computing resources all come at a cost. The district will provide services at a level that the School Board determines meets the mission of the district to the best of its ability within the constraints of financial resources.

Unless otherwise specified, the following regulations will apply equally to students, employees, volunteers, and contractors employed by the Forrest City School District. Employees, volunteers, and contractors may have additional obligations owing to the nature of their positions and/or access privileges.

All individuals with access to Forrest City School District technology and computer networks will:

1. Respect the rights and property of others and will properly access files, data, or information of others.
2. Observe Forrest City School District standards of conduct as stated in the handbook.
3. Utilize the computers, mobile devices, network, Internet, and other technologies only for purposes in support of the **district's stated education goals or for legitimate school district business.**
4. Be responsible for taking precautions to prevent loss or damage to equipment and data.
5. **Install and use software on the district's computing** devices only in accordance with Software Policy and Procedure Guidelines.

The Forrest City School District Acceptable Use Agreement is to be an integral part of the Student Handbook. Existing policies that exclude or prohibit use of personal devices and technology are not superseded by this agreement. Failure to adhere to policies contained in the Student Handbook will continue to result in consequences as dictated in the student handbook. Interpretation, application, and modification of this use policy are within the sole discretion of the Forrest City School District. Any questions or issues regarding this policy should be directed to the building or district administration, or the network administrator(s).

## Internet Safety Policy

The Forrest City School District is compliant with the **CHILDREN'S INTERNET PROTECTION ACT (CIPA) (Pub.L.106-554)** through the use of internet filtering by the State of Arkansas's Division of Information Services, local filters, and through the use of adult monitoring and supervision of students who use district computers, iPads, and other computing devices. The Forrest City School District is compliant with the **Neighborhood Children's Internet Protection Act (NCIPA)** by providing an Internet Safety Policy, and the District enforces the requirements of these policies.

The Forrest City School District strictly forbids the access of inappropriate or harmful material, as defined in **Pub.L. 106-554**, on the internet and World Wide Web from any district owned computer, other computing device, or district owned network connection. This includes all employees of the district, as well as minors. The Forrest City School District further forbids students' direct electronic communications through the use of district or other forms of email, chat rooms, and/or any other form of direct electronic communication. Any exceptions to direct electronic communication must be with prior written approval of the Supervisor of Technology, and under the continuous direct supervision of a certified teacher, librarian, counselor or administrator with knowledge and approval by each site's building supervisor.

The Forrest City School District strictly forbids the unauthorized disclosure, use, and dissemination of personal identification information of minors. Written permission by the legal parent or guardian must be on file in the school or district office prior to the disclosure, use, or dissemination of personal identification information of minors. This permission includes the publication or display of photographs on district web sites. Pictures with no personal identification information as part of a larger graphic presentation are allowed.

The Forrest City School District strictly forbids the unauthorized access, including so-called hacking and other unlawful activities, by any person using district owned equipment or district connection points to the Internet. The Forrest City School District educates minors about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms. Each school incorporates strategies appropriate for the age level of the students to address this. Included is emphasized training about cyberbullying and the responses that the district will take to deal with such issues.

### Electronic Network Use Rules

Every user (which includes, but is not limited to students, employees, volunteers, and contractors employed by the district) has the responsibility to respect and protect the rights of every user in our community and on the Internet. School district account holders are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States. Students will be provided with a school atmosphere and procedures of student control/discipline that will assure a suitable learning environment, and students will learn to act as responsible and productive citizens with respect for civil rights and the role of the individual in a democracy.

**Computer/Computing Device Use Rules (NOTE: The use of the term computer refers not only to desktop computers, but also to notebook computers, iPads, iPods, NOOK, Kindle, iPhones or other smartphone, and any other Internet accessible computing device, whether school owned or personal device.)**

- Food and drink are not allowed in any computer area.
- No software is to be downloaded, stored, or installed on any computer or other computing device or in any computer account without approval from the Technology Department.
- Pirated software (warez) and MP3s are not to be downloaded or stored on any computer, computing device, or in any user's account.
- Modification or removal of digital electronic files that are not your own is not allowed.
- All copyright laws are to be observed. Copyrighted material is not to be placed in the system without the author's permission (Copyright Law of 1994; Digital Millennium Act of 1998).

- You are not to move or disconnect any computer or peripheral device or piece/part of any equipment.
- Contact a supervisor or teacher concerning problems with any of the equipment.
- Appropriate behavior and common courtesy are expected at all times.
- You should not send anything to a printer unless you absolutely need a hard copy of the information; do not print web sites without knowing exactly how many pages will be printed; do not print multiple copies of any document without specific permission.
- Do not read other users' electronic mail or files, nor attempt to delete, copy, modify, or forge others' files or e-mail.
- Do not interfere with others' ability to send or receive e-mail.
- Do not disseminate personal identification information about yourself or others, including personal address, social security number, and phone number.
- Do not use the network in such a way that would disrupt the use of the network by other users.
- Do not use the system to encourage the use of drugs, alcohol, tobacco, or any illegal/inappropriate activities.
- Passwords must be strong, kept confidential and not shared with anyone else. A strong password is at least 8 characters in length with a mix of lower case(abc...z) and upper case(ABC...Z) letters, symbols(#&@...) and numerals(1234...).
- Users should not allow any other person access to any device logged in under their own account.
- Only Teacher approved downloads such as elements to be used in presentations are allowed. Media must be available within the scope of copyright laws and checked for viruses prior to any use, using the district's antivirus software supervised by the teacher.
- Do not leave portable devices unattended to prevent theft.
- All videos must be approved for viewing by the building administrator. Any video checked out of the library is pre-approved.
- Network printers should be used responsibly to prevent waste and/or abuse.

**Using the network is a privilege, not a right, and the privilege may be revoked at any time for unacceptable conduct.** Unacceptable conduct includes, but is not limited to, the following:

- Using the network for illegal activity, including violation of copyright or other contract
- Using the network for financial or commercial gain.
- Using the network while access privileges are revoked or suspended.
- Degrading or disrupting equipment or system performance.
- Vandalizing the data of another user.
- Theft or plagiarism of data.
- Wastefully using finite resources.
- Unauthorized downloading of software.
- Gaining unauthorized access to resources or entities.
- Willfully and knowingly accessing or attempting to access pornographic or other inappropriate sites.
- Invading the privacy of individuals.
- Using an account owned by another user without authorization.
- Posting personal communications without the author's consent.
- Posting anonymous messages.
- Placing of unlawful or unlicensed information on a system.
- Using abusive or otherwise objectionable language in either public or private message.
- Sending of messages that are likely to result in the loss of recipients' work or systems.
- Sending of chain letters or broadcast messages to lists or individuals, or any other type of use that would cause congestion of the networks or otherwise interfere with the work of others.
- Playing games on the internet that are not designated and approved, with lesson plans and educational goals to support their use.
- Student use of a teacher computer, unless correctly logged in and supervised by the teacher.
- Using the computer, projector, and smartboard to show any movies that do not have an educational purpose supported by lesson plans and identified standards and benchmarks.



**Acceptable Posting:** The Forrest City School District provides a public Internet presence to share information with the community. Staff members are allowed to use these district provided resources and are responsible for monitoring and reviewing all content created by students. Students are not allowed to directly publish information to the public Internet via the school district network. Staff members agree not to publicly publish through the school district site any information that 1) violates copyright laws or property rights, 2) discloses student personal information, 3) discloses student names with photographic depictions, 4) contains deliberately false or misleading statements regarding the school district, 5) are illegal, 6) are deliberately offensive, threatening, or libelous, or 7) are pornographic or otherwise obscene.

**False Entry/Alterations:** No student, volunteer, or school/district employee will make any false entry or alteration of any document, (either paper or electronic) used or intended to be used in connection with the operation of the Forrest City School District nor any school in the district, nor will any student open or alter official school documents or private documents, either paper or electronic.

**Data Security:** The District assumes no responsibility or liability if documents stored on school equipment are lost or damaged, nor will the district be responsible for security violations beyond the appropriate punishment of those persons involved in such violations.

**Controlled Access to the Internet:** Internet access is provided strictly for use consistent with the district's educational and business goals. It is the practice of the Forrest City School District to protect staff and students from obscene, pornographic, and other inappropriate material available on the Internet by monitoring Internet access and by using mechanisms such as content filters and firewalls in accordance with the Children's Internet Protection Act (CIPA) and the Neighborhood Children's Internet Protection Act (NCIPA). Students are not allowed to access the Internet without staff supervision and are required to connect to the web through a content filter. Attempts to access inappropriate material are logged. Deliberate attempts to access obscene or inappropriate materials by any user will result in disciplinary action by school district administration. The school district may provide direct communication systems such as e-mail or chat rooms for student use, which will be either filtered for content, closed (in-district only), or both. To provide student safety and security, the use of Internet direct **communication systems is allowed only under direct staff supervision. Web-based direct communication systems pass through a content filter.**

**Unlawful and Unauthorized Activities:** **The Forrest City School District does not tolerate the use of the network for illegal activity, including electronic crimes such as unauthorized access, deliberate use of malicious code such as viruses, and deliberate attacks on systems ("hacking"). Cyber-bullying will not be tolerated by the Forrest City School District. These activities will result in disciplinary action by school district administration. In addition,** if requested by any law enforcement agency, the technology department will cooperate completely to identify those who carry out illegal activities, document proof of such activities, and testify in court.

**Vandalism** - Vandalism will result in cancellation of privileges as well as other sanctions or disciplinary action. Vandalism is defined as any malicious attempt to harm, modify, or destroy computer hardware, data of another user, Internet, or any of the other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

### **Network Etiquette**

- Be polite. Do not get abusive in your messages to others.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Hate mail, harassment, discriminatory remarks and other antisocial behaviors are prohibited on the network.
- Use appropriate language. Do not swear, use vulgarities, or any other inappropriate language.
- Exercise caution with personally identifiable information.
- Do not reveal personal information of others. Any student receiving unsolicited requests for personal information will immediately report that to the supervising teacher. That teacher will report this incident to appropriate authorities.
- Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to authorities.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Information accessible via the network and Internet should be assumed to be private property and possibly copyrighted.
- Do not take part in any form of chain letters, mass mailings, or pyramid schemes that ask for forwarding a message to

others. Many people find these very disconcerting and intrusive.

### **Enforcement**

Violation of the rules set forth by school district policy may result in disciplinary action by school district administration. The Director of Technology is empowered to suspend some or all privileges associated with computer/computing device use in cases of misuse or threat to the integrity of information technology resources. Disciplinary action for misuse by students may include, but is not limited to, suspension from school, removal from classes requiring computer use, loss of computer use privileges, and, if deemed appropriate, criminal prosecution. Disciplinary action for misuse by employees and other users may include, but is not limited to, formal reprimand, probation, termination, and, if deemed appropriate, criminal prosecution. School district administration and the technology department will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final. Before any permanent action is taken against a user, the user will be advised of the basis for the proposed action and given an opportunity to respond. The specific disciplinary action for each case will be at the sole discretion of school district administration and may vary depending on the severity of the infraction.

### **Security**

Security on any computing device is a high priority. Do not use another individual's account. Attempts to log onto the network with another person's identification without permission may result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computing systems may be denied access to the computers and network. If you feel you can identify a security problem on the network, you must notify an administrator.

### **Policy Agreement**

The Forrest City School District will uphold laws pertaining to the use of information technology equipment and the information contained therein and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution to the full extent of the law.

There is a need for full disclosure and understanding for the partnership between parents, children, and the school district in regard to technology and its use. A Computing Device and Network Use Agreement has been created to inform and provide knowledge, ensuring that all parties understand the areas of responsibility identified. Each child will need to have an agreement form signed and on file before the student will be allowed to use the computers or other computing device.

## **Software Policy and Procedures**

**Purpose:** The Forrest City School District licenses the use of computer software from a variety of third parties. The software developer normally copyrights such software. Unless expressly authorized to do so, the Forrest City School District has no right to make copies of the software except for backup or archival purposes. The purpose of this policy is to prevent copyright infringement and to protect the integrity of the **Forrest City School District's computing environment from viruses and similar threats**. The term software herein also refers to apps for iPads and other computing devices.

**Policy and Procedures Guidelines:** It is the policy of Forrest City School District to respect all computer software and application (apps) copyrights and to adhere to the terms of all software licenses to which the district is a party. The Director of Technology is charged with the responsibility of monitoring these guidelines and assuring compliance. Forrest City School District employees may not duplicate any licensed software or related documentation for use either on school premises or elsewhere unless the Forrest City School District is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employees, students, and/or the district to both civil and criminal penalties under the United States Copyright Act. Employees may not give

standalone software to any other employee or any software to non-employees including parents, contractors, students, and others. Forrest City School District employees and students may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

**Acquisition of Stand-Alone Software:** To purchase and utilize software within the Forrest City School District, employees must obtain the approval of their supervisor or Director of Technology. All software utilized by employees of the Forrest City School District must be registered with the Director of Technology. Software acquisition channels are restricted to ensure that the Forrest City School District has a complete record of all software that has been purchased for district computers/computing devices and can register, support, track, and upgrade such software accordingly. All software will be subject to review and approval by the Technology Department.

**Acquisition of District-Wide Software:** **In order to facilitate the selection and implementation of software for use district-wide, a committee of district staff will be utilized to analyze and evaluate software packages. The committee participants will include staff members from each affected location and be led by the Director of Technology, as to ensure that the selection best meets the needs of the district. At all stages, factors such as user reaction, effect on workload and efficiency for users and support personnel, and resources required should be considered.**

**Registration of Software:** **The district will register every software package. When a staff member acquires new software for use on district computers, he/she must inform the school media specialist. The staff member should provide a copy of the registration to the school media specialists. Software must be registered in the name of the district and department/school in which it will be used. Because of personnel turnover, software should never be registered in the name of the individual user. The school media specialist shall maintain a register of all of the district's software and shall keep a library of software licenses. The register will contain:**

- the title and publisher of all software;
- the date and source of software acquisition;
- the location of each installation;
- the name of the authorized user;
- the existence and location of media ;
- the software product's serial number.

**Storage and Security:** **The school media specialist shall be in charge of storing all school software in secured storage areas, if feasible. The Technology Department is in charge of all District Software. By ensuring secure storage of original media, the risk of software theft and unauthorized duplication of software is minimized.**

**Installation of Software:** After the registration requirements above have been met, the software may either be installed by the Technology Department or qualified individuals with the Technology Department's permission. No software shall be installed on district devices without approval of the Director of Technology. Teachers who bring in data media from home are responsible to ensure that his or her media are free from viruses. District virus protection software should be used to examine these media before they are used in a district computer. These standards are to ensure that the district does not violate copyright laws or infect computer systems with viruses. A student shall not install computer software or tamper in any way with district software at any time. No student shall bring in media from home, unless under direct supervision of the teacher for which the contents of the media are intended and only with approved software. It is the responsibility of teachers and other faculty members to constantly monitor student use of computers/computing devices and review all policies and procedures with the students regarding the acceptable use of technology.

Documentation: Original manuals, tutorials, and other user-oriented documentation will be made available, whenever possible, to assist the software users. The district's trainers will also continue to provide in-service for teachers in the use of appropriate software.

Home Computers: The Forrest City School District's computers are district assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on district machines. Generally, district owned software cannot be taken home and loaded on an employee's computer if it also resides on the district's computer. However, some software companies provide in their license agreements that home use is permitted under certain circumstances. Before taking any software home, please check with the Director of Technology and follow the sign-out and sign-in procedures.

Software Audits: The Director of Technology will conduct random audits of all district computing devices to ensure that the district is in compliance with all software licenses. During these random audits the district will search for inappropriate software and eliminate any that is found.

Software Log: A software log will be maintained of all software owned or used by the district. After the audit has been completed, the software log will be used to list all old and newly acquired software.

Penalties and Reprimands: **Anyone who violates this policy will be referred to district administration for possible disciplinary action.**

## **Hardware Policy and Procedures**

Property Rights: The Forrest City School District has the right to specify who uses its equipment and the information contained therein, under what circumstances, and to what purpose. Equipment purchased or received by way of grant by a school or the district will be the property of the district. The district or school will determine its use. In accordance with grant specifications, neither employees, volunteers, nor students in the school have ownership rights to any equipment loaned to them by the school. Use of school equipment and software for private or personal business is strictly prohibited and will subject the violator to disciplinary action. No person will have **exclusive use of school equipment unless authorized by district administration.** Acquisition: Any new acquisition of hardware is the responsibility of the Technology Department. Purchases may be made from vendors identified on the approved State Contracts lists, the State TIPS/TAPS list, or by quotes/bids. Any staff who wishes to supplement hardware with additional hardware must receive written permission from the Director of Technology. Any installation of hardware must be done by the Technology Department or its designee.

Network Attached Devices: Use of network attached devices, including, but not limited to, computers, printers, and handheld devices (i.e. iPads, iPhones, iPods, other smartphones, etc.), must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network.

**Wireless Devices:** Use of wireless equipment must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network. To ensure that security standards are met, wireless devices will not be used until configured appropriately by district technology personnel. Any wireless device deemed to be a security liability will not be allowed. Random scans for rogue wireless devices may be performed by district technology personnel.

Enforcement: The District and all schools in the district will rigorously uphold laws pertaining to the use of technology equipment and the information contained in them and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution by the school to the full extent of the law.

Mobile device specific agreements for students: Students must agree to abide by all terms of this agreement. Failure to do so will result in the loss of privileges to use the lab, and any work that would be done must be completed on my own or a grade of “0” will be given for this project.

- 1) Student agrees to follow all directions as given by my teacher.
- 2) Student agrees to use the computer for only the work I am assigned.
- 3) Student agrees to not download any program or file without the teacher’s permission.

Student agrees that I will not do anything to change the way the computer works, such as changing desktop wallpapers or any other system settings.

Student agrees to handle the computing device in a careful manner. Student understands that if he/she drops or causes any damage to the computing device through deliberate or negligent behavior, he/she or his/her parents or guardians are responsible financially for any costs to repair or replace the damaged device, or face other consequences as determined by the principal.

Student agrees that while a computer is assigned to me, it is my responsibility to take care of it. I will not allow others to use, play with, or abuse the computer. Any damage that is done to the computer assigned to me for my use is my responsibility.

Student will visually inspect any computing device when he/she first logs on and notify the teacher immediately if there is a problem so that it can be reported and fixed. Student understands that failure to report any vandalism or any other problem prior to use, he/she may face consequences as determined by the principal.

Mobile device specific agreements for teachers: Teacher agrees to the following terms to be allowed to use the Mobile Computer Lab (MCL) or the iPad Lab at the Forrest City High School. Teacher understands that failure to abide by the conditions set forth will forfeit his/her right to use the MCL or iPad lab.

1) Teacher agrees to make a request for the MCL or iPad Lab at least two days prior to any date that he/she plans to use the lab. Requests must be made through the librarian and must be made in person by the teacher.

- 2) Teacher agrees to submit a lesson plan at the time he/she make his/her request for the use of the lab. The lesson plan will include:
  - 3) How the computers or iPads will be used by the students.
  - 4) What programs, apps, or URLs(if the internet is part of the lesson) will be utilized.
  - 5) What output will be expected of the students. (For instance, “Students will print out a 3 page report” or “Students will create a PowerPoint presentation and save it to their home directory” or “Students will use the internet to research the life cycle of a frog.”
  - 6) Lesson plans will have a “length of activity” included.
  - 7) Teacher agrees to not exceed the length of request. If more time is needed, a second request must be made.
  - 8) Teacher agrees to constantly monitor student use while the MCL or iPad lab is in his/her room
  - 9) Teacher will use classroom management to maintain the integrity and well being of the devices while they are in his/her possession.
  - 10) Teacher will arrange the lesson to allow ample time for students to return the computers in an orderly and supervised manner. Teacher will physically check to see that all devices are returned to the cart prior to any students leaving the room.
  - 11) Teacher understands that laptops and iPads will not run indefinitely on battery power, so he/she will allow time for students to return the devices to the cart and plug them in so that there is 15 minutes before the next student

removes the device from the cart. He/she will also make sure that if the devices are not used in consecutive classes that they will remain plugged up to recharge the batteries.

12) Teacher will not allow students to conduct inappropriate use of the computers. This includes but is not limited to: Accessing inappropriate web sites – This includes My Space or any other personal web blogs, pornographic sites, sites supporting racism or violence, etc.

P2P sites or software – such as LimeWire, BitTorrent, FreezeWire, Napster, etc.

Installing ANY software on the computers or apps on iPads

Playing music unless said music is part of a project, such as a PowerPoint presentation

Horseplay, careless handling, passing laptops or iPads around, or any physical misuse.

Teacher agrees to return the MCL or iPad cart to the library promptly when finished using it. The MCL or iPad cart is not to be left in a classroom overnight or unlocked when unsupervised.

Teacher agrees to report any problems he/she has via Trouble Ticket to the Technology Department so that it may be handled in a timely manner.

Teacher agrees that any personal computing device that accesses the Internet, without going through Forrest City School District wireless network, is the teacher's responsibility for monitoring for compliance with Internet Safety Policy, Children's Internet Protection Act (CIPA), and Neighborhood Children's Internet Protection Act (NCIPA).

Teacher agrees that the use of the MCL or iPad lab includes additional responsibilities and he/she takes these responsibilities seriously.

#### Warranties/Indemnification

The District believes that the benefits to educators and students from access to the Internet (in the form of information resources and opportunities for collaboration) far exceed any disadvantages of access. Ultimately, parent(s) and guardian(s) of minors are responsible for their child's behavior, and this includes use of the Internet. The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computing networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to the District and shall indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s)/legal guardian(s) agrees to cooperate with the District in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet. The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures. Legal Reference: Children's Internet Protection Act, P.L. 106-55

20 U.S.C. § 6801, et seq.

47 U.S.C. § 254(h) and (1)

Forrest City School District  
Computing Device and Network Use Agreement

625 Irving St.  
Forrest City, AR 72335  
Telephone: 870-633-1485  
Fax: 870-633-1415

**School district computer and Internet accessible device users are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States.**

**The computers, computing devices, and network are provided for furthering the District's stated educational goals only, and they are to be used by authorized individuals only. Individuals using these systems are subject to having all activities on these systems monitored by system or security personnel. Anyone using these systems expressly consents to such monitoring.**

**It is possible for all users of the Internet, including your child, to access information that is intended for adults. Although the District has taken reasonable steps to ensure that the Internet connection is used only for purposes consistent with the curriculum and that inappropriate sites (as defined by the Children's Internet Protection Act) are filtered, the district or school cannot entirely prevent the availability of inappropriate material elsewhere on the Internet.**

**It is possible that a determined user may make use of computer resources for inappropriate purposes. Deliberate misuse of the computer network or the Internet may result in disciplinary action as outlined in the Computing Device and Network Use Policy.**

I \_\_\_\_\_ and \_\_\_\_\_  
Parent Name (please print) Student Name (please print)

**have read the Computing Device and Network Use Policy, understand it, and agree to adhere to the principles and procedures detailed within. We understand and accept the conditions stated above and release from any liability the Forrest City School District, its subcontractors, and employees.**

I understand that my child is expected to use good judgment and follow the guidelines of the Computing Device and Network Use Policy. Furthermore, I have discussed the information contained in the Computing Device and Network Use Policy with my child. Should my child breach the policy guidelines, I understand that my child may lose privileges on the Forrest City School District computer network and/or be subject to other disciplinary action.

\_\_\_\_\_  
Parent Signature Student Signature

\_\_\_\_\_  
Date

Forrest City School District  
Computing Device and Network Use Agreement

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**It is possible for all users of the Internet to access information that is intended for adults. Although the District has taken reasonable steps to ensure that the Internet connection is used only for purposes consistent with the curriculum and that inappropriate sites (as defined by the Children's Internet Protection Act) are filtered, the district or school cannot entirely prevent the availability of inappropriate material elsewhere on the Internet.**

**It is possible that a determined user may make use of computer resources for inappropriate purposes. Deliberate misuse of the computer network or the Internet may result in disciplinary action as outlined in the Computing Device and Network Use Policy.**

I \_\_\_\_\_ at \_\_\_\_\_  
Staff Member (please print) Location (please print)  
**have read the Computing Device and Network Use Policy, understand it, and agree to adhere to the principles and procedures detailed within. I understand and accept the conditions stated above and release from any liability the Forrest City School District, its subcontractors, and employees. I understand that as part of classroom management I will supervise any student use of computers/computing devices while said students are under my charge or control.**

I understand that I am expected to use good judgment and follow the guidelines of the Computing Device and Network Use Policy. Should I breach the policy guidelines, I understand that I may lose privileges on the Forrest City School District computer network and/or be subject to other disciplinary action.

\_\_\_\_\_  
Signature Position

\_\_\_\_\_  
Date

Date Approved by the Board: July 8, 2008  
Revised: June 18, 2013



## School Calendar

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

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

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

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

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

Note: <sup>1</sup> A.C.A. § 9-28-113(b)(6) provides that when the court transfers custody of a child to the Department of Human Services, the court shall issue an order stating whether the parent or legal guardian may participate in parent/teacher conferences.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3

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

Date Adopted: 6/11/07

Last Revised: 4/23/12

### **3.31 DRUG FREE WORKPLACE - LICENSED PERSONNEL**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. Such services are available from the following sources: school counselors, school nurses, and area counseling agencies

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

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

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

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

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

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day Period. Any employee so charged is subject to discipline, up to and including termination. However, the failure of an employee to notify his supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination. Any employee who possesses, uses, distributes or is under the influence of a prescription medication obtained by a means other than his own current prescription shall be treated as though he was in possession, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

This policy is similar to Policy 8.28. If you change this policy, review 8.28 at the same time to ensure consistency between the two. This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive any federal grants. It is required that all employees receive a copy of the policy and are advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site: <http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.  
Legal References: 41 USC § 702, 703, and 706

Date Adopted: 6/11/07  
Last Revised:

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

#### **CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

#### **SECTION ONE**

##### **Definitions:**

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

**FMLA:** is the Family and Medical Leave Act

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

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

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

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

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

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

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

Year: the twelve (12) month period of eligibility shall begin on July first of each school-year.

### **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)~~<sub>2</sub> as amended<sub>2</sub> to its eligible employees for one or more of the following reasons:

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

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

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

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

### **District Notice to Employees**

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

### **Designation Notice to Employee**

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

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

### **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.

### **Health Insurance Coverage**

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

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may



recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

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

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

### **Provisions Applicable to Section One**

### **Employee Notice to District**

#### Foreseeable Leave:

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

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

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

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

#### Unforeseeable Leave:

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

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

#### **Medical Certification**

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

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

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

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

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

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will ~~not~~ be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work**

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

such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

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

#### Failure to Return to Work:

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

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

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

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

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

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

shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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 20 percent 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 semester**

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

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

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

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

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

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

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

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

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

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

## **SECTION TWO**

### **FMLA LEAVE CONNECTED TO MILITARY SERVICE**

#### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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

#### **Definitions:**

**Covered active duty** means

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

### **Substitution of Paid Leave**

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

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

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

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

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

- (A) the leave is of at least 3 weeks duration; and
- (B) the return to employment would occur during the 3-week period before the end of 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 or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the



(C) 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 12 months after that date.

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

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

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12 month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

### **Medical Certification**

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

### **Employee Notice to District**

Foreseeable Leave:

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

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

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

#### Unforeseeable Leave:

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

#### **Substitution of Paid Leave**

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

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

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, 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 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances the 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 service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent 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 the semester**

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

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

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

(A) the leave is of at least 3 weeks duration; and

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

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

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

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

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

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

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

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

Date Adopted:

Last Revised: April 18, 2013

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

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The Forrest City School District has more than (50) employees and therefore employees are eligible for FMLA benefits.

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

Date Adopted:

Last Revised: April 18, 2013

### **3.33 ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL**

The proper supervision of students at non-instructional times is critical to proper school functioning. Instructional time in the classrooms is also vital for the students in the District. The purpose of this policy is to provide additional time for instructional time for instructional purposes; reduce the amount of time for non-instructional duties.

For this policy “non-instructional duties” shall mean the supervision of students before or after the instructional day begins or ends for students, or supervision of students during breakfast, lunches recesses, scheduled student breaks, morning bus and car rider time. Instructional purposes means activities initiated by the licensed personnel related to teaching duties, including, but not limited to, contacting parents, assessing student performance, documenting student performance, organizing the classroom, preparing instructional materials, and other teaching responsibilities related to instructional planning and the direct instruction of students.

In keeping with ACA 1-17-117, the principal of each school shall have the responsibility of assigning such duties. As per the Act, each teacher may be assigned up to sixty (60) minutes of non-instructional duty at no additional pay. Licensed personnel assigned extra duty that exceeds sixty (60) minutes shall be compensated at the employee’s hourly rate or in accordance with mutual agreement.

Licensed personnel may waive this policy and agree to more than sixty (60) minutes of assigned duty provided they do so in writing and file it with the building supervisor. This waiver will be in effect for the entire school year and may not be rescinded until such time. If licensed personnel signs a waiver, they will not be entitled to any additional monies.

In the event of an emergency, the principal or building supervisor may assign extra duties above the 60 minutes. An “emergency” will be defined as a fire, earthquake, tornado, or some natural disaster.

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

Date Adopted: 6/11/07 Last

Revised:           2/21/13

### **3.34 LICENSED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time is strictly forbidden unless used for instructional purposes. Any electronic device that has photographic, audio, or video recording capabilities may not be used to record any student for any purpose other than instructional purposes or something that occurs during the school day. For the purpose of this policy, a school day will include the times when the students are in any District owned building or property, any before or after school activity, or any District or school sponsored event. At no time shall any photograph, audio, or video recording be published on any website (District or non District), without written permission from the parent, guardian or a person acting in loco parentis.

Teachers may also use their cell phones during instructional time to contact a parent to immediately address child's behavior in class if the student is disrupting to the point instruction cannot continue.

District-issued cell phones and computers:

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone, electronic communication device, and/or computers for non school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phones and/or computers for non-school purposes, except as permitted by the district's Internet/computer use policy, shall be subject to discipline, up to and including termination.

All employees are forbidden from using school-based cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Date Adopted: 6/11/07

Last Revised: 03/28/2013

### **3.35 LICENSED PERSONNEL BENEFITS**

The Forrest City School District provides its LICENSED personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; and
5. Three Personal days.
6. Workers Compensation

#### **Cafeteria Plan**

A method of paying for certain expenses on a before-tax rather than an after-tax basis as follows: Rather than pay for the employee's cost of medical/dental insurance, group life, or cancer insurance using the traditional payroll deduction method, the employee enters into a written salary reduction arrangement with his/her employer. By reducing the salary, the employee saves federal and state income tax (and social security) on the salary reduction amount.

Authorized by Section 125, Internal Revenue Code

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 5/25/89

Last Revised: 6/6/2013

### **3.36 LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL**

The Board of Education may terminate the contract of any teacher or non-renew the contract of any teacher in accordance with the Teachers Fair Dismissal Act of 1983, Act 625 or 1980, and Act 852 of 1999. Staff members will strictly follow the provisions of these acts in all cases.

#### **I. Definitions**

The Term “teacher” as used in this policy, is any person, exclusive of the superintendent or assistant superintendent, who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment. The term “probationary teacher” is a teacher who has not completed three (3) successive years of employment in the school district.

#### **II. Notice of Renewal**

1. Every contract of employment made between a teacher and the board of directors of the school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument, unless by May 1 of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher’s contract not be renewed, or unless during the period of the contract or within ten (10) calendar days after the end of the school year, the teacher shall send by LICENSED or registered mail to the president, vice-president or secretary of the board of directors of the school district, with a copy to the superintendent, or may deliver in person to the president, vice-president or secretary of the board of directors of the school district, with a copy to the superintendent, his or her resignation as a teacher, or unless such contract is superseded by another contract between the parties.
2. Termination, non-renewal, or suspension shall be only upon the recommendation of the superintendent. A notice of non-renewal shall be delivered in person to the teacher or mailed by registered or LICENSED mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. The notice of recommended non-renewal of a teacher shall include statement of the reasons for such recommendation setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.



3. The written notice shall include a statement of the grounds for suspension or recommended termination setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense. The written notice shall be delivered in person to the teacher or sent by registered or LICENSED mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file and shall state that a hearing before the board of directors is available to the teacher upon request, provided the request is made in writing within the time provided in &6-17-1509.
  4. The hearing shall be scheduled by the president, vice-president or secretary of the board of directors of the school district and the teacher shall be held within the time and manner provided in &6-17-159 after a request for the hearing is received by the board.
  5. Written request for a hearing shall be sent by LICENSED or registered mail to the president, vice-president or secretary of the board of directors of the school district, with a copy to the superintendent, or may be delivered in person by the teacher to the president, vice-president or secretary of the board of directors of the school district, with a copy to the superintendent, within thirty (30) calendar days after the written notice of proposed termination or non-renewal is received by the teacher.
  6. Upon receipt of a request for a hearing, the board shall grant a hearing in accordance with the following provisions:
    - A. The hearing shall take place at a time agreed upon in writing by the parties, but if no time can be agreed upon, then the hearing shall be held not less than five (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board.
    - B. The hearing shall be private unless the teacher or the board shall request that the hearing be public.
    - C. The teacher and the board may be represented by representatives of their choosing.
    - D. It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless.
    - E. The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher.
    - F. A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve, at its own expense, a record of the hearing, and shall furnish a transcript to the teacher without cost.
    - G. The board shall not consider at the hearing any new reasons which were not specified in the notices provided pursuant to this policy.
- III.
1. Upon conclusion of its hearing with respect to the termination or non-renewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendation by the superintendent with respect to the termination or non-renewal of such contract. The board's decision with regard to non-renewal of a probationary teacher shall be final.
  2. Any LICENSED teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status), may be terminated or the may refuse to renew the contract of such teacher for any cause which is not violating the

reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing;

- A. Uphold the recommendation of the superintendent to terminate or not to renew the teacher contract; or
  - B. May reject or modify the superintendent's recommendation to terminate or not to renew the contract of the teacher; or
  - C. May vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher's last known address by registered or LICENSED mail.
3. Subsequent to any hearing granted a teacher by this policy, the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or non-renewal.
  4. The exclusive remedy for any on-probationary teacher aggrieved by the decision by the school board shall be an appeal therefore to the Circuit Court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the school board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or non-renewal was lawful or unlawful.

IV. If a teacher quits or refuses to teach in accordance with his/her contract without just cause, or otherwise breaks or violates the contract between the teacher and the school district, and enters into a contract with another district or accepts employment in a position requiring a teaching certificate with another district during the term of the contract violated or broken, the Board of Directors of the district which first contracted the teacher may, at the discretion of the district, petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract during the time for which he/she has been employed under the contract.

1. Each teacher employed by the Board of Directors of the school district must be evaluated in writing annually. Evaluation criteria and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has a reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or non-renewal.
2. The district shall maintain a personnel file for each teacher which shall be available for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusion in the file, written information in response to any of the matters contained therein.

Legal References: The Teacher Fair Dismissal Act of 1983; A.C.A. 6-17-150 through 1510; A.C.A. 6-17-201

Date Adopted: 6/11/07  
Last Revised: 7/8/2010

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 6/11/07  
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 is required to help enforce implementation of the district's anti-bullying policy. The district's definition of bullying is included below. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; or going to or from school or a school activity. Students are encouraged to report behavior they consider to be bullying; including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

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

#### **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised: March 14, 2011

### **3.39 LICENSED PERSONNEL RECORDS AND REPORTS**

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

From time to time, the Superintendent's Office, or other school offices or individuals as the Superintendent may approve, shall issue reports on the welfare of the school and pupils. Secondly, inspection of or access to records in all school offices as well as records of The Board are open to the public at all times except those records dealing with personnel and students protected by law.

Personnel records are defined as all official records, files, and data directly related to persons employed by the School District. Records may include, but not necessarily be limited to: contracts, college transcripts, teacher evaluations, health certificates, recommendations, completed job applications, and other data required by Arkansas and federal laws.

Each employee will have free access to the contents of his or her file and shall have the opportunity to respond to that record.

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

The master file will be kept in Central Administration. A file will also be kept by the principal including data needed at that school. Data from these two files may be exchanged as needed.

It shall be the responsibility of each employee to insure that his central office and local school personnel files are complete and current in compliance with established Board procedures. The personnel file of each employee shall be available for inspection and copying at the employee's expense. The employee may submit for inclusion in the file written information in response to any of the information contained in the file.

Personnel records will be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the person is notified in advance.

All authorizations for release of information will be filed in the personnel cumulative file.

Freedom of Information Act, Ark. Code Ann. 25-19-101, et seq, are controlling.

Ref: Ark. Code Ann. 6-17-401-402

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 5/25/89

Last Revised: 6/11/07

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

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief<sup>1</sup>. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted:

Last Revised: March 14, 2011

### **3.41 LICENSED PERSONNEL VIDEO SURVEILLANCE**

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

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

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

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

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

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

Date Adopted: July 8, 2008

Last Revised:



### **3.42—OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION**

#### **Obtaining Eligibility Information**

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

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

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

#### **Releasing Eligibility Information**

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

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

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

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

Legal References:      Commissioner's Memos IA-05-018, FIN 09-041, ~~and~~ IA 99-011, and FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2008 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: April 18, 2013  
Last Revised:

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: April 23, 2012

Last Revised:

### **3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the school nurse<sup>1</sup>. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation. For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job."

As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

To the extent an employee has accrued sick leave and a WC claim has been filed:

- the employee will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross Reference: 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: April 18, 2013

Last Revised:

### **3.45 LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

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

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

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

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

## **Definitions**

Social networking websites are online groups of Internet user allowing communications between multiple individuals. The fundamental purpose of social networking is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.

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

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

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

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

Accessing social networking websites for personal use during school hours is prohibited, except during breaks. Staff is discouraged from accessing social networking websites on personal equipment during their breaks because while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

### **PERMITTED**

- Classroom and/or school blogs with information about class assignments, homework help, and/or parent information;
- Emailing students on school monitored accounts;

- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;

#### FORBIDDEN

- Sharing personal landline or cell phone numbers with students (unless school related);
- Text messaging students (unless school related);
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Date Adopted: 2/28/2013

### **3.46—LICENSED PERSONNEL VACATIONS**

240 day contracted employees are credited with 10 days of vacation<sup>1</sup> at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee’s final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

Instructional Employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee.<sup>2</sup> If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district. Earned but unused vacation will be paid upon retirement, termination, or nonrenewal at the employee’s current daily rate of pay.

Date Adopted: May 16, 2013  
Last Revised:

### **3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### **Firearms**

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this school district, including those who may possess a “concealed carry permit,” shall strictly abide by this law, with the exception of those employees who may be participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. With the exception of firearms located in an employee’s on-campus personal residence and immediately adjacent parking area, the possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the contract of employment.

#### **Other Weapons**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife which can be folded into a case and which has a utility blade or blades of four (4) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or mace which for the purpose of this policy is defined as having a capacity of 150cc or less.



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

Date Adopted: May 16, 2013  
Last Revised

### **3.49---TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM**

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

The teacher's principal or the principal's designee may:

1. Place the student into another appropriate classroom;
  2. Place the student into in-school suspension;
  3. Place the student into the District's alternative learning environment;
  4. Return the student to the class; or
  5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.
- If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal's designee;

2. The teacher;
3. The school counselor;
4. The parents, guardians, or persons in loco parentis; and
5. The student, if appropriate.

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

Legal References:

A.C.A. § 6-18-511

Arkansas Department of Education Guidelines for the Development, Review and  
Revision of School District Student Discipline and School Safety Policies

Date Adopted: May 13, 2013

Last Revised

### **3.60-TEACHER SPECIFIC RESPONSIBILITIES**

Teachers elected by The Board on the recommendation of the Superintendent shall be under the general direction of the Superintendent or his designee. The teacher shall have responsibilities to the Principal for executing the policies of The Board as they pertain to the function of the school, to the classroom and to the immediate contact with the pupils and parents.

The specific responsibilities shall be:

1. To assess, teach and evaluate the planned learning experience of the pupils in both curricular and extra-curricular activities.
2. To teach to accomplish mastery of content objectives.
3. To provide guidance to the pupils which will promote their welfare and their proper educational development.
4. To seek professional assistance from school principals and supervisory personnel.
5. To be responsible for all required records and to keep these records in a neat, legible and accurate manner.
6. To maintain proper relationships with parents, students, teachers and administrators.
7. To establish and maintain an atmosphere conducive to learning.
8. To provide for the care and protection of school property.
9. To participate in the business and activities of the faculty.
10. To cooperate with and to participate in the planning and evaluation of the school program
11. To take part in the in-service educational program of the school.

12. To teach basic and developmental skills for mastery.
13. To teach for transfer.
14. To maintain well disciplined classrooms.
15. To provide a flexible curriculum to meet the needs of all levels and capabilities of the students.
16. To follow all school and district policies, rules and regulations.
17. To teach self-discipline.
18. To demonstrate a positive, caring attitude for all students.
19. To cooperate with other faculty members and administrators to ensure a smooth school operation conducive to maximum student learning.
20. To use service/planning/ conference periods for planning and evaluating student performance
21. To perform other duties as assigned by the administration, not to exceed the amount approved by the Arkansas Department of Education

Date Adopted: 5/25/89  
Last Revised: 7/13/2010

### **3.61 ATTENDANCE**

Licensed staff is expected to observe the following rules regarding attendance at their respective schools:

1. Teachers and building administrators are expected to attend all meetings called by the Superintendent or his authorized representative.
2. No teacher shall be required to meet on any activity other than in-service meetings (faculty meetings, etc.) Or on assigned school business unless so directed by the Superintendent or his designated assistants.
3. Teachers are expected to report to school and for duty assignments as directed by the Principal or Supervisor of their building. This includes duty assignments before, during, and after school.
4. Teachers and building administrators shall not leave the building or grounds of their school during school hours without obtaining permission for such absences from the principal or building supervisor, except during duty free lunch period. Building administrators shall not leave the building or grounds of their school during school hours unless on school business, or during their lunch period.

Date Adopted: 5/25/89  
Last Revised: 7/9/2012

### **3.62 PROFESSIONAL PERSONNEL ORIENTATION**

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

The following is applicable to all teachers in the Forrest City School District who did not teach in the School District during the prior school year:

Teachers new to the Forrest City School District shall attend an orientation program. At the end of the school term, a survey will be taken of first-year teachers to determine how the School District could be more helpful.

Ref: Ark. Code Ann. 6-13-620

Date Adopted:

Last Revised:

### **3.63 PERMANENT PERSONNEL**

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

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

### **3.64 PROBATION**

The Board of Directors shall require, in accordance with statutory provisions, that a teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period. However, it is the policy of The Board to require an additional year of probationary status for new career teachers being employed. In addition, The Board shall have the authority to extend the probationary period for any teacher upon the recommendation of the Superintendent.

During the probationary period, the Superintendent may recommend to The Board non-renewal of a probationary teacher's contract. A copy of the non-renewal recommendation shall be sent to the teacher by LICENSED or registered mail, return receipt requested. Said notice shall be sent by May 1st of the contract year or

### **3.65      SUSPENSION**

The Board may suspend any person in its employment when the Superintendent has reason to believe that cause exists for such suspension when the interests of the School District so dictate.

The Superintendent has authority to temporarily suspend school personnel when, in his opinion, the circumstances necessitate immediate action. The salary of a suspended teacher shall cease as of the date The Board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Charges shall be stated in writing and the employee so charged shall be given an opportunity to be fully and impartially heard by The Board upon request made in writing within 30 days of notice of termination or suspension.

Notice of the charges against him and the opportunity for a hearing shall be served upon the employee by registered mail by the Superintendent. The hearing shall be held not less than 5 days nor more than 10 days after receipt of written request by The Board, unless mutually agreed upon by The Board and employee for some other date.

Personnel, who are subsequently dismissed as a result of a hearing for cancellation of an employment contract after having been suspended, shall not receive compensation for the period of such suspension.

### **3.66 LETTERS OF REPRIMAND (see grievance procedures)**

If a letter of reprimand is received by an employee, the grievant receiving such reprimand has the opportunity to appeal by procedure set forth in the district grievance policies.

All letters of reprimand shall be forwarded to the Central Administration Office and shall contain the following elements:

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



### **3.67 PROMOTION**

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

Ref: Ark. Code Ann. 6-13-620

### **3.68 STAFF RIGHTS AND RESPONSIBILITIES**

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

Ref: U.S. Const. Amend. I; U.S. Const. Amend. XIV. s1; Cutis Publishing Company v. Butts Associated Press v. Walker, 8755 S. Ct. 1975 (1967); Time, Inc. v. Hill, 875 S. Ct. 534, (1967); Pickering v. Board of Education, 391 U.S. 563, (1968); Givhan v. Western Line Consolidation School, 99 S. Ct. 693 (1979); Keyshian v. Board of Regents, 385 U.S. 589 (1967); Board of Regents of State Colleges v. Roth, 498 U.S. 564 (1972); Perry v. Sindermann, 408 U.S. 593 (1972); Ark. Code Ann. 6-13-620

Date Adopted:

Last Revised:

### **3.69 Yearly Stipend for National Board LICENSED Teachers, Speech Pathologist, and Occupational Therapist.**

#### Eligibility Criteria For The National Board For Certification Awards

1. Individuals shall be employed as a teacher in Arkansas:

Definition of teacher: a person who has received National Board Certification or other equivalent National Certifications in other specialties and who is currently employed in a public school in Arkansas (verified on October 1 of the current school year) with at least 50 percent of the regular scheduled school day in direct contact with students. The teacher must be working in the area of certification.

2. The teacher shall be fully licensed with the Arkansas Department of Education and with the Specific licensing board of the specialties; and
3. The teacher's employment shall be verified annually by the superintendent, or designee.

#### National Board Certification Procedures For Distributing Incentive Awards

1. An initial award of \$3000.00 will be awarded to individuals who meet the above definition of a Teacher and who were awarded National Board Certification while teaching in Arkansas.
2. The available awards would be disbursed to those who met the definition of a teacher by June 30

of the verifying school year. (For those individuals who received National Board Certification while teaching in another state, no initial award would be granted.) However, these individuals would be eligible for the continuing awards for the life of the certificate provided that the individual continued to meet the established definition of a teacher.

3. It is the responsibility of the teacher (as defined above) to submit the required documentation to the personnel office no later than Sept 15<sup>th</sup> for verification. There will be not exceptions to the Sept 15<sup>th</sup> deadline. Documentation Required: Copy of National Certification, Arkansas Certificate, state board License, sixty hours of staff development and CPU requirements.
4. The above award is subject to all federal and state tax regulations.

*Date Adopted: April 13, 2009*

### **3.70 CHANGES IN SALARY PAY DATES**

PAY SCHEDULE for the School Year:

All LICENSED and non-LICENSED personnel will be paid twice a month. The dates designated for payment will be the 15th and 28th of each month. If the pay date falls on or during a school holiday as designated by the school calendar, then all personnel will be paid on the day preceding the holiday.

The initial payment date established for each school year will begin August fifteenth (15th). The initial payment date for beginning teachers (with no prior duties) will begin August twenty-eighth (28th).

Date Adopted: 5/25/89

Last Revised: 04/18/2013

### **3.71 JOB SPECIFICATIONS AND POSTING: ALL LICENSED POSITIONS**

Race, color or creed will not be involved or given any weight when a vacancy occurs in any LICENSED position. A notice of such vacancy will be posted on the bulletin boards of each of the respective schools of the School District, the local newspapers, and on the School District web site. Also, the notice will include the following statement: **Deadline: Until Filled.**

Those persons interested in making application for a vacancy or vacancies may file a written letter of application to the Superintendent, expressing an interest in being considered for such vacancy or vacancies.

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

All LICENSED applications shall be in the Superintendent's Office of Personnel for inspection by any School Board member.

Date Adopted: 5/7/01 Last  
Revised: 5/13/05

### **3.72 ASSIGNMENT AND TRANSFER**

Teachers shall be assigned, reassigned, or transferred by the Superintendent or his authorized representative. Insofar as possible, teachers will be assigned to positions for which they are best qualified. The teacher shall be notified of transfer or reassignment as soon as possible.

Transfer of schools, grade level, or subject is dependent upon availability of opening in the school, grade level, or subject, and must be approved by the Superintendent or his authorized representative and the principal of school to which transfer is requested or principal of school in which grade level or subject assignment is to be changed.

The Superintendent or his designee may grant a requested transfer if the employee so requesting possesses the required qualifications for the desired position and if a vacancy in such position exists. Another consideration in transfers will be whether or not it is in the best interest of the School District to do so. Such transfers shall not be arbitrary, capricious or discriminatory. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

A response will be given to each transfer request **30 days** before the beginning of the next school year.

Ref: Ark. Code Ann. 6-17-303

Date Adopted: 6/3/03

Last Revised: 7/13/2010

### **3.73 EMPLOYMENT INTENTION AND CHANGE OF ASSIGNMENT FORMS**

Each teacher will be requested to fill out, during the second semester, an intention slip indicating his or her employment plans for the coming contract year. These slips will be used to help plan and procure faculty members for the coming year. Any teacher who, after filing an intention plan, desires to change this form may do so by contacting the Assistant Superintendent of Personnel.

Also available at this same period of time will be a Transfer Request Form. Any teacher desiring a change of assignment may complete this form during the month of March. Changes in assignment will be made in accordance with regulations listed on the Transfer Request Forms.

Date Adopted: 4/28/98 Last  
Revised: 7/9/12

### **3.74-EMPLOYMENT INTENTION FORM**

TO: All LICENSED Employees, Forrest City School District

FROM: Deputy Superintendent

Please indicate by checking the appropriate statement below your employment intentions for the coming school year. Teachers, please return this form to your principal within one week. Administrators, please return your forms to the Personnel Department within one week after receipt.

Concerning my work in the Forrest City School District next school year.

(1) I am undecided. \_\_\_\_\_

(2) Yes, I am planning to work. \_\_\_\_\_

(1) No, I will not work. \_\_\_\_\_



(4) I plan to retire at the end of the current school year. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
LICENSED Employee's Signature

\_\_\_\_\_  
Location

### **3.75 TEACHER TRANSFER REQUEST FORM NAME**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PRESENT SCHOOL ASSIGNMENT \_\_\_\_\_

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

SCHOOL REQUESTED: (1) \_\_\_\_\_

(2) \_\_\_\_\_

SUBJECT REQUESTED: \_\_\_\_\_

GRADE REQUESTED: \_\_\_\_\_

Reason for requesting a transfer:

---

---

What skills do you have that would enhance the instructional program in the school, grade level or subject area that you are requesting?

---

---

Return to principal within one (1) week.

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

Transfer between schools will be made by the Superintendent or by his authorized representative with input from the receiving principal.

Transfer between grade levels or between subject areas in the individual school will require the principal's approval based on certification, the availability of an opening and the best interest of the instructional program.

### **3.76 TEACHER TRANSFER FORM**

NAME \_\_\_\_\_

PRESENT SCHOOL:

NAME OF SCHOOL REQUESTING TRANSFER TO

\_\_\_\_\_

Transferred to:

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

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

\_\_\_\_\_  
Deputy Superintendent

*(Transfer of schools, grade level or subject is dependent upon availability of opening in the school, grade level or subject. Any transfer shall be approved, in writing, by the Superintendent or his authorized representative and the principal of the school to which transfer is requested or principal of school in which grade level or subject assignment is to be changed.)*

APPROVED BY PRINCIPAL: \_\_\_\_\_

DATE: \_\_\_\_\_

### **3.77 TRANSFER REPLY FORM**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

Yes, I accept the transfer to \_\_\_\_\_

at the \_\_\_\_\_ school.

No, I do not accept the transfer to \_\_\_\_\_

at the \_\_\_\_\_ school.

\_\_\_\_\_

***Please mail or deliver to:***

Signature of Teacher

Deputy Superintendent  
Forrest City School District Administration Office  
625 Irving Street  
Forrest City, AR 72335

### **3.78 REIMBURSEMENT FOR UNUSED SICK LEAVE FOR RETIRING PERSONNEL**

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

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

Each LICENSED personnel member who meets the above requirements shall receive, upon retirement from the Forrest City School District and the Arkansas Teacher Retirement System; the rate paid a substitute teacher per day for each day of unused sick leave up to a maximum of 90 days. (Act. 818 (HB 1825), effective 7/3/89)

Ref: Ark. Code Ann. 6-17-1205 and 1206

Date Adopted: 2/18/97 Last  
Revised: 6/11/07

### **3.79 REIMBURSEMENT FOR UNUSED SICK LEAVE FOR LICENSED PERSONNEL**

Retiring LICENSED employees, including administrators, will be paid for unused sick days accumulated up to ninety 90 and will also be paid for unused sick leave over 90 days accumulated in the year the licensed employee retires. The accumulated number of days will remain 90 days.

Licensed personnel will be given one (1) day per-month or major portion thereof that the licensed personnel is contracted. (Example: eleven (11) month employee will receive eleven (11) days, twelve (12) month employee will receive 12)

The District will reimburse all days not used after the licensed employee accumulates over 90 days for those licensed employees who are not retiring. The reimbursement for days over 90 will be done on an annual basis and payment will be made at the rate paid substitute teachers. Payment will be made in June of each school year (Act 818 HB1825, effective 7/3/89).

Date Adopted: 4/11/96  
Last Revised: 11/12/12

### 3.80 PROFESSIONAL PERSONNEL RETIREMENT

The Age Discrimination in Employment Amendments of 1986 removed the compulsory retirement age, effective January 1, 1988. The Board has the authority to employ on a year-to-year basis and employment shall be based solely on the ability of the individual to perform employment tasks.

All teachers employed full time by a public school district, unless eligible for an alternate retirement plan, are required to be members of Arkansas Teacher Retirement System.

Optional membership is available to a part-time employee or foreign exchange teacher, with the exception of a person who is already a member of the system and does not want a refund of his contributions.

**INACTIVE MEMBER** - - Any inactive member who has ten or more years of Arkansas credited service is eligible to defer retirement benefits until he attains 60 years of age. An inactive member with twenty-five years or more of Arkansas credited service is eligible for retirement benefits upon reaching age 55, with a reduction in benefits.

**CONTRIBUTORY/NON-CONTRIBUTORY STATUS** - - Members are entitled to make two membership elections in their career. The first election is made when the non-contributory plan is selected. A non-contributory member who elects to contribute to the system has made his second election and will remain in the contributory plan for the remainder of his career.

Date Adopted:

Last Revised:

### **3.81 DISTRIBUTION OF LITERATURE AND OTHER MATERIALS**

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

Date Adopted:

Last Revised:



### **3.82 INFECTIOUS DISEASES**

The Board shall cooperate with the state, county and city health departments in providing health services for the sanitary inspection of the buildings and for the examination of all LICENSED personnel to detect contagious diseases and physical defects.

The specific procedures regarding detected health problems shall be in compliance with the rules and regulations of the State Board of Health.

All current and new employees of the Forrest City School District will receive in-service on blood borne pathogens.

In order to provide a safe, healthful environment and at the same time to protect the rights of all LICENSED personnel, the Forrest City School District reserves the right to restrict campus access and on-campus activities of any LICENSED personnel diagnosed as having any contagious disease. Such restrictions shall be recommended by the Superintendent and approved by the School Board after consultation with medical authorities and may include but not be restricted to any one of a combination of the following:

- ( a)    adjustment of work schedule
- ( b)    restriction from duties with the Forrest City Public Schools for ten (10) days  
         until an appropriate work program can be recommended by school staff and approved  
         by the Board of Directors or until LICENSED as non-infectious by a medical authority.
- ( c)    all LICENSED personnel employed by the Forrest City Public Schools might be required to  
         to produce medical evidence of their status of infectious disease from the State Health  
         Department or a medical doctor.

Any LICENSED person dissatisfied by the action of the Superintendent and the Board of Directors shall be entitled to a hearing as set forth in Due Process Procedures.

Date Adopted: 4/27/98  
Last Revised: 7/13/2010

### **3.83 LESSON PLANS**

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

Lesson plans shall be made for a week in advance and updated daily.

Each day's plan shall include the instructional objectives to be taught that day with materials and page numbers noted.

Lesson plans shall be on the teachers desk and available for inspection and available to substitutes when necessary .

General information related to lesson plans shall be stapled inside the front cover of the lesson plan book. A guide for the daily schedule in each classroom shall be readily available for the substitute.

Date Adopted: 5/25/89

Last Revised:

### **3.84 CONFERENCE AND VISITATIONS**

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

Ref: Ark. Code Ann. 6-13-620

Date Adopted: 6/11/07

Last Revised:

### **3.85 STUDENT TEACHING**

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

Any problems or questions concerning the practice teacher or practice teaching procedures shall be brought to the Assistant Superintendent of Personnel.

Date Adopted: 5/25/89

Last Revised:

### **3.86 SOLICITATIONS**

#### **Solicitations by Staff Members**

No employee of the School District shall solicit funds in the school for any cause other than for school related purposes.

It is the policy of The Board that there is a minimum amount of solicitation of funds in the school for all purposes.

Any program for solicitations of funds may be participated in, at the option of the principal and faculty, if so desired. The School District does not engage in solicitation of funds on a district-wide basis.

#### **Solicitations of Staff Members (Salesmen)**

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

No one shall be scheduled to talk at faculty meetings or to individual teachers concerning private business during regular faculty meetings or at service periods.

Any teacher may remain after faculty meeting or schedule an appointment at home to talk with salesmen on any matter not related to the school.

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

Date Adopted: 5/25/89

Last Revised:

### **3.87 LICENSED PERSONNEL SCHOOL CALENDAR**

The superintendent shall present to the Personnel Policy Committee a school calendar which the board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The 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 ACTAAP scheduled testing that might jeopardize or limit the valid testing and comparison of student learning gains.

The Forrest City School District shall operate by the calendar in section 3.88 of the Licensed Personnel Policy manual.

Legal Reference: A.C.A. § 6-17-201

Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted: 6/11/07

Last Revised: May 16, 2013

**3.88 SCHOOL CALENDAR FOR CURRENT YEAR (INSERTED)**

### **3.89 COMPREHENSIVE TOBACCO POLICY**

All students shall possess the knowledge and skills necessary to avoid all tobacco use, and school leaders shall actively discourage all use of tobacco products by students, staff, and visitors. To achieve these ends, the Forrest City School District leaders shall prepare, adopt, and implement a comprehensive plan to prevent tobacco use that includes:

- A sequential educational program to prevent tobacco use that is integrated within the school health education curriculum; that is aimed at influencing students' attitudes, skills and behaviors; and that is taught by well-prepared and well-supported staff.
- Establishment and strict enforcement of completely tobacco-free school environments at all times.
- Prohibition of tobacco advertising.
- Appropriate counseling services and/or referrals for students and staff to help them overcome tobacco addictions.
- Cooperation with community-wide efforts to prevent tobacco use; and
- Strategies to involve family members in program development and implementation.

Tobacco use is considered the chief preventable cause of premature disease and death in the United States. Forrest City School District accepts that they have a responsibility to help prevent tobacco use for the sake of students' and staff members' health and well being of their families. Research conclusively proves that

- Regular use of tobacco is ultimately harmful to every user's health, directly causing cancer, respiratory and cardiovascular diseases, adverse pregnancy outcomes and premature death;
- Second hand smoke is a threat to the personal health of everyone, especially persons with asthma and other respiratory problems;
- Nicotine is a powerfully addictive substance
- Tobacco use most often begins during childhood or adolescence
- The younger a person starts using tobacco, the more likely he or she will be a heavy user as an adult; and
- Many young tobacco users will die an early preventable death because of their decision to use tobacco;
- The purchase and possession of tobacco products is illegal for persons under age 18;
- Use of tobacco interferes with students; attendance and learning;
- Smoking is a fire safety issue for schools; and
- Use of smokeless tobacco is a health and sanitation issue

For the purposes of this policy, tobacco is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette and any other smoking product, and spit or smokeless tobacco, also known as dip, chew, and snuff in any form.



## TOBACCO USE PROHIBITED

Tobacco promotional items, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school sponsored events.

Tobacco advertising is prohibited in all school sponsored publications and at all school sponsored events.

## CLOSED CAMPUS

No student may leave the school campus during breaks in the school day to use a tobacco product. Signs to this effect will be posted at appropriate locations. School authorities shall consult with local law enforcement agencies to enforce laws that prohibit the possession of tobacco by minors within the immediate proximity of school grounds.

## NOTICE

The superintendent/principal/ other administrative staff shall notify students, families, education personnel, and school visitors of the tobacco free policy in handbooks and newsletters, on posted notices or signs at every school entrance and other appropriate locations, and by other efficient means. To the extent possible, schools and districts will make use of local media to publicize the policies and help influence community norms about tobacco use.

## INSTRUCTIONAL PROGRAM DESIGN

Tobacco use prevention education shall be integrated within the health education program and be taught at every grade level, prekindergarten through grade twelve. The educational program shall be based on theories and methods that have been proven effective by published research and consistent with the state's/district's/school's health education standards/guidelines/framework. The program shall be designed to:

- Instruct about immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use;
- Decrease the social acceptability of tobacco use;
- Address new reasons why young people smoke;
- Teach how to recognize and refute advertising and other social influences that promote tobacco use;
- Develop students' skills for resisting social influences that promote tobacco use; and
- Develop necessary assertiveness, communication, goal setting and problem-solving skills that may enable students to avoid tobacco use and other health-risk behaviors.

Instruction shall be most sensitive in grades six through eight and shall be reinforced in all later grades. Instructional activities shall be participatory and developmentally appropriate. The program shall engage families as partners in their children's education.

## **STAFF PREPARATION**

Staff responsible for teaching tobacco use prevention shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program as planned. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use combined with skill practices in effective instructional techniques and strategies and program specific activities.

## **EDUCATION REINFORCEMENT**

Tobacco use prevention education shall be closely coordinated with other components of the school health program. Tobacco use prevention concepts shall also be integrated into the instruction of the other subject areas to the greatest extent possible.

To send consistent messages to students and their families, school instructional staff shall collaborate with agencies and groups that conduct tobacco use prevention education in the community. Guest speakers invited to address students shall receive appropriate orientation to the relevant policies of the school/district. School staff shall also help interested student become involved with agencies and other organizations in the community that are working to prevent tobacco use.

## **PROGRAM AVAILABILITY**

The school health program shall include referrals to community resources and programs to help students and staff overcome tobacco addiction. School counselors or community agencies are encouraged to establish voluntary tobacco use cessation programs at school.

## **PROGRAM ATTENDANCE**

Attendance or completion of a tobacco use cessation program shall not be mandatory for anyone or used as a penalty. Attendance or completion of tobacco use cessation program is allowed as a voluntary substitute to suspension for possession or use of tobacco.

Date Adopted: April 8, 2008

### **3.90 PERSONNEL POLICY COMMITTEE**

**PURPOSE.** The District's personnel policies shall be reviewed by the Personnel Policy Committee (PPC) as outlined in this policy. The purpose of any review shall be to update existing personnel policies in order to bring them in compliance with changes in state and federal law; changes in State Department of Education procedures, regulations and policies; and amendments caused by changes within the school district or desired changes in the District's policies, procedures, benefits or any item of mutual concern.

New personnel policies or amendments to existing personnel policies proposed by the board of directors may not be voted on by the board of directors as a school district policy unless the final form of the policy to be voted on has been submitted as a proposed policy to the committee for consideration at least ten (10) working days before the vote of the board of directors.

**DEFINITIONS.** "Personnel policies" means all school district policies, guidelines, regulations, and procedures that pertain to the terms and conditions of teacher's employment.

The personnel policies shall include, but are not limited to, the following terms and conditions of employment: benefits; compensation; designation of work days; holidays and non-instructional days; the annual calendar; methods of evaluations; extra duties; leave; grievances; dismissal or non-renewal; reduction in force; and assignment of teacher aides.

**COMPOSITION.** The PPC shall consist of no more than three (3) administrators, one of which may be the superintendent and no fewer than five (5) classroom teachers. Each building with licensed staff shall be allowed one (1) person on the committee. For those buildings with 50 or more licensed staff, they will be allowed an additional member. No building will be allowed more than two (2) members.

The classroom teacher members of each school district's committee on personnel policies shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution to all classroom teachers.

The PPC Chair shall communicate in writing to the superintendent the names of the classroom teachers elected to the PPC. The superintendent shall communicate to the PPC the names of the administrators on the PPC and shall communicate to the Board President the names of the entire membership of the PPC.

**PPC OPERATIONS.** The PPC shall, within the parameters of state law and no later than its second meeting, adopt a written set of Operating Guidelines or adopt amendments to existing guidelines. Such guidelines should include but not be limited to rules of order, committee elections, election of officers, committee vacancies, meetings, impasse situations, and procedures for compiling and presenting policy proposals to the School Board.

**PROCEDURE.** The PPC shall organize itself by October 1 of each school year, elect a chair, vice chair and recording secretary and develop a calendar of monthly meetings. The PPC will meet throughout the year to review the school district's personnel policies in order to determine whether additional policies or amendments to existing policy are needed; review any policies or changes to policies proposed by the board of directors; proposed additional policies or amendments to the board of directors; and review and proposed distribution of a salary underpayment from previous year. The secretary shall be responsible for notifying members of meetings according to the established calendar.

Minutes of all committee meetings shall be promptly reported and distributed to the School Board and posted in the buildings of the District including the administrative offices. The classroom teacher and administrative teams shall attempt to finalize the language of proposed policies before presentation to the Board by the PPC chair or his/her designee. Where the two teams cannot agree on final language of a particular proposal, a voting majority of the committee shall decide the language of the proposal to be presented to the Board.

The chair of the committee or a committee member designated by the chair shall be placed on the board of directors' agenda and shall have the opportunity to orally present to the board of directors the committee's comments, positions, or proposals on the final form of any proposed policies or amendments to existing policies, whether proposed by the committee or board of directors, before they are voted on by the board of directors as school district policies.

After the oral presentation to the board of directors, the board of directors may take final action immediately, but final action shall be taken no later than the next regular board of directors meeting.

The Board shall have the authority to adopt, reject or refer back to the PPC for further study and revision, any proposed policies or amendments to existing policies that are submitted to the board of directors for consideration by the committee.

**CONTRACT INCORPORATION.** The Personnel Policies of the district shall be considered to be incorporated as terms of the LICENSED personnel contracts and shall be binding on the LICENSED personnel and the district.

Any changes or additions to the Personnel Policies shall be considered a part of LICENSED personnel contracts until the next fiscal year. Any changes or additions to the Personnel Policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the LICENSED personnel employed by the district voting by secret ballot. The voting and counting shall be conducted by the Personnel Policy Committee.

All changes or additions to the personnel policies or new personnel policies shall be made in accordance with the law as may be amended.

No LICENSED employee may waive payment according to the salary schedule.

The district shall adopt, in accordance with the law, a supplement to the salary schedule for those LICENSED staff employed longer than the period covered by the salary schedule and for duties in addition to LICENSED employees' regular teaching assignments.

**HANDBOOK.** Each teacher and administrator being employed by a school district for the first time shall be given a copy of the District's Personnel Policies in effect at the time of his/her initial employment. Amendment(s) will be provided to all LICENSED employees within thirty (30) days of adoption by the Board. The district may provide a digital copy of amendments to employees or an online copy that is accessible by Internet or intranet. A hard copy shall be given to the individual employee upon request of the employee. A hard copy of all policies and amendments shall be available at all buildings and kept in the main office of each building where licensed staff is located.

**ELECTION COMMITTEE** – The election committee of the PPC will be comprised of teachers who are not members of the Licensed Personnel Policy Committee. The duties of this committee will include, but

are not limited to the following: canvassing teachers for surveys; conducting voting of teachers for PPC elections; policy amendments additions, etc.

At the beginning of each year, the prior year's PPC chair will contact the chair of the prior year's election committee to hold elections for building representatives for the licensed PPC for the current year. After the current year's PPC has been elected, the prior year's election committee will be nominated and elected as follows:

1. A nomination form will be displayed in each building asking for nominations for the election committee person for that building. The form will be displayed for five (5) school days.
2. Any person wishing to serve on the election committee can nominate themselves or another person.
3. After the five (5) school days have passed, the PPC representative(s) of the building will remove the form. In the event of the form having more than one name, an elevation must be conducted in that building.
4. The PPC representatives will create a ballot with all the names on the nomination form. They will allow all licensed personnel in their building to vote on the person they wish. Administrative personnel will not be allowed to vote for the election committee person. The voting will take place for five (5) school days. The building representative(s) will go to the teachers to allow them to vote by secret ballot, place their ballot in a sealed box, initial a form stating they received the ballot and then initial it after they have placed their ballot in the box.
5. After the five (5) days for voting have occurred, the building representative(s) will open the sealed box containing the ballots in front of the people whose names are on the ballots and count their votes. The tally of votes must be displayed where the school has the sign-in-book.
6. After the counting has occurred, the building representative(s) will notify the PPC chair who will serve as the building's election committee member.

The election committee will meet within one week of the election, to elect a chair whose primary duty will be to distribute information the election committee in the event any voting must take place. The committee will consist of one person from each of the following buildings: Forrest City High School; Forrest City Jr. High; Lincoln; Stewart and Central. The remaining buildings: ABC School and ALE will have one person representing both schools.

Legal Reference: ACA 6-17-201 through 206

Date Adopted: 6/11/07

Last Revised: 3/28/13

### **3.91 EQUAL OPPORTUNITY EMPLOYER**

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

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

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

Date Adopted: 6/11/07

Last Revised:

### **3.92 SECTION 504 OF REHABILITATION ACT OF 1973**

The policy of the School District is that there shall not be any discrimination on the basis of the handicapped in the employment practices of the School District and/or in any educational program or activity operated by the School District as required by the Rehabilitation Act of 1973, Section 504, as amended.

#### ***Definition of Section 504:***

Section 504 protects qualified individuals with disabilities. Under this law, individuals with disabilities are defined as persons with a physical or mental impairment that substantially limits one or more major life activities. People who have a history of or who are regarded as having a physical or mental impairment that substantially limits one or more major life activities, are also covered. Major life activities include caring for one's self, walking, seeing, hearing, speaking, breathing, working, performing manual tasks, and learning. Some examples of impairments which may substantially limit major life activities, even with the help of medication or aids/devices, are: AIDS, alcoholism, blindness or visual impairment, cancer, deafness or hearing impairment, diabetes, drug addiction, heart disease, and mental illness.

In addition to meeting the above definition, for purposes of receiving services, education or training, qualified individuals with disabilities are persons who meet abnormal and essential eligibility requirements.

For purposes of employment, qualified individuals with disabilities are persons who, with reasonable accommodation, can perform the essential functions of the job for which they have applied or have been hired to perform. Reasonable accommodation means an employer is required to take reasonable steps to accommodate your disability unless it would cause the employer undue hardship.

Date Adopted: 6/3/03

Last Revised:

### **3.93 – FACULTY WORK DAY**

The normal work day begins at 7:45 a.m. and teachers are expected to be in their classroom or at their door at this time. The work day ends at 3:40 p.m. unless the teacher is assigned duty beyond that time.

The normal work day for administrators begins at 7:30 a.m. The work days for administrators ends at 4:00 p.m. or after all students have left for the day. For the purpose of this policy, “students” do not mean those students who are in after school programs.

Teachers and administrators will sign in and sign out each day. Administrators and teachers who work on various campuses must sign in and sign out on the campus daily. Principals are also to be in attendance for any school related activity after regular hours such as ballgames for those buildings/schools with teams, all parent meetings, and faculty meetings.

Date Adopted: July 9, 2012



### **3.94 – LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

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

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves. Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contact are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to cease, enforce, and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

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

**Definitions –** Social networking websites are online groups of Internet user allowing communications between multiple individuals. The fundamental purpose of social networking is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.

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

classroom instruction. Accessing professional/education social networks during school hours is permitted.

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

Date Adopted: 03/28/13