

MALVERN SCHOOL DISTRICT

CERTIFIED STAFF

PERSONNEL POLICIES HANDBOOK



2018-2019 Version

Personnel Policies for Certified Staff
Board Approved

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PREAMBLE

The Malvern School Board and the Malvern Personnel Policies Committee recognize that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff. The Board is committed to providing a coordinated staff of specially trained personnel to the end that each discipline or area of responsibility to be properly designed with a procedure for assessment so that each may have proper emphasis in the total curriculum and school system organization.

Duties of these personnel shall be outlined by the Superintendent as approved by the Board.

Additionally, the Board's specific Personnel Service Goals are to:

- conduct an employee appraisal program that will contribute to the continuous improvement of staff performance;
- develop and manage a staff compensation program sufficient to attract and retain qualified employees;
- recruit, select, and employ the best qualified personnel to staff the school system;
- develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction;
- deploy the available personnel and insure that they are utilized as effectively as possible within budgetary constraints.

PERSONNEL POLICIES COMMITTEE

A. Purpose

The district personnel policies shall be reviewed by the Personnel Policies Committee (PPC) as outlined in this Article. 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 laws; changes in State Department of Education procedures, regulations, and policies; and amendments caused by changes within the school district or desired changes in the school district's policies.

Policies proposed by the School Board must be submitted to the PPC at least ten (10) working days prior to presentation to the Board. After presentation to the Board, final action may be taken at the next regular Board meeting.

B. Elections

Personnel Policies Committee elections shall be held during the first month of the school year by the PPC. All voting and counting shall be conducted by the PPC. All elections shall be by secret ballot. Members of the PPC will serve staggered three (3) year terms. Election results will be certified by the existing members of the PPC. Appointments will be made by the administrative and classroom teacher members to fill respective vacancies that may occur. The appointment(s) will be made at the first PPC meeting after the vacancy occurs with the new appointee serving the balance of the term.

C. Structure

The Board agrees that the elected teachers together with the administrators shall constitute the Personnel Policy Committee. The President of the Malvern Education Association will be the ex-officio member of the committee in accordance with the provisions of this article, unless duly elected to the committee in accordance with the provisions of this article.

The PPC will consist of eight (8) classroom teachers and three (3) administrators. The eight classroom teachers will consist of two members from Malvern High School, two from Malvern Middle School, one from Wilson Intermediate School, and three from Malvern Elementary School. Teacher representatives will be elected by the classroom teachers in an election held by the PPC.

D. Procedure

The PPC will organize itself in the first month of the school year, elect officers, and develop a calendar of monthly meetings. A recording secretary will also be elected. 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 office. The secretary will be responsible for notifying members of meetings according to the established calendar. The teachers and administrators of the PPC shall have the opportunity to meet separately to develop policy recommendations or responses to recommendations.

During the March PPC meeting the teachers and administrators shall finalize the language of proposed policy changes for presentation at the April School Board meeting. When the teachers and administrators cannot agree on final language, a teacher representative and the Superintendent will present their best proposal to the Board. The Board shall have the authority to adopt, reject, amend, or refer back to the PPC for further study and revision any proposed policies or amendments to existing policies.

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the April regular Board meeting. The Superintendent and PPC shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

Any amendments to personnel policies will be by mutual consent of the Board and the Certified Staff of the district.

Any changes or additions to personnel policies adopted by the school board of directors on or before June 30 each year to ensure compliance with state or federal law or regulation shall be considered a part of certified personnel contracts on July 1 of the same calendar year.

Changes or additions to policies made between May 1 and June 30 that are not required to ensure compliance with state or federal law shall be considered part of certified contracts on July 1 of the same calendar year if:

- (A) A notice of change is sent, no later than five (5) working days after final board action, by first class letter to the address on record in the personnel file of each affected employee and;
- (B) The notice of change includes:
 - (i)(a) The new or modified policy.
 - (b) A modified policy shall be provided in a form that clearly shows additions underlined and deletions stricken; and
 - (ii)(a) A provision that states that due to the policy change, each continuing employee under contract shall have the power to unilaterally exercise the power of rescission within a period of thirty (30) days after the school board of directors takes final action, by providing to the school board of directors a notice of rescission, in the form of a letter of resignation, during the period of thirty (30) days.
 - (b) For continuing contract employees covered under the Teacher Fair Dismissal Act of 1983, the power of rescission in this section shall be in addition to the power of rescission provided under ACA 6-17-1506.

E. Handbook

Each teacher or administrator being employed by the district for the first time shall be given a copy of the district's personnel policies in effect at the time of his/her employment. Each teacher or administrator who is employed before the effective date of this policy shall be given a copy of the policies at the time his/her contract is renewed or extended. Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of such amendments by the Board.

EQUAL OPPORTUNITY EMPLOYMENT

No person shall be denied employment, re-employment, or advancement, nor shall be evaluated on the basis of sex, marital status, race, color, creed, or national origin. Age shall be considered ONLY with respect to minimums set by law and retirement as specified by the state or policies of the Board.

STAFF CONFLICT OF INTEREST

No employee of the Malvern School Board shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities.

Employees shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school system.

No employee shall use his/her position in the Malvern School District to influence parents or pupils of the District to purchase books or other merchandise except for materials approved by the Superintendent's office for use in the classroom.

PERSONNEL RECORDS

A. Files

The Malvern School District shall maintain a personnel file for each employee as required by law. The official files will be kept in the Superintendent's office. Separate unofficial files may be kept in the principal's offices, provided that no secret files will be maintained anywhere in the school district. All files are subject to the provisions of this policy.

B. Review of Files

Employees have the right, upon written request on the "Request to Review" form, to review the contents of their personnel file. The employee may be accompanied by another person or a representative of the Teachers' Association during such a review, provided the request is entered on the form. Upon reasonable written request, the teacher shall be furnished a reproduction of any materials in his/her file.

C. Derogatory Material

No material which is derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read such material and sign the actual copy. The signature only indicates the employee has read the material. The employee shall have the right to immediately respond in writing to any materials filed. The response shall be reviewed and attached to the file copy.

D. Confidentiality of Files

The confidential nature of file material will be honored at all times. No one may have access to an employee's file other than the employee, the administration, the School Board or a fact finder directly involved in a grievance procedure initiated by the employee or School Board.

Neither the file nor any of its contents will be removed from the Superintendent's office without the consent of employee, except in cases where it may be necessary in judicial proceedings.

ASSIGNMENTS AND TRANSFERS

A. Teaching Assignment

Teaching assignments will be judged upon training, experience, competence, seniority, tenure, and such other factors as would indicate success in the position to be filled.

To assure that students are taught by teachers working within their areas of certification, teachers shall not be assigned, except under extenuating circumstances, outside the scope of their teaching certificates of their major and minor field of study. The administration, realizing the capability of teachers, will make every effort to keep subject matter assignments to a minimum.

Act 654 of 1991 relating to the assignment and transfer of certified personnel can be found in the central office, with the PPC representative, and/or the State Department of Education.

B. Transfers

The general policy of the district is to employ the most able and most qualified person with the proper credentials for all positions. However, the district favors transfers from within so that where, in the opinion of the administration, the qualifications and credentials of an existing employee are equal to those of an outside applicant; the existing employee will be favored for the transfer.

1. Voluntary Transfers

- a. Employees who are fully certified for a position and who have previously indicated a desire to be considered for such movements will be considered by the administration prior to advertising outside the district for applications for such vacancies. A complete list of all known vacancies that will occur during the school year shall be posted in each school building no later than the fourth Monday in May.
- b. After being advertised in-house by posting vacancies within the various buildings and central office, all interested employees will file a written request with the central office by May 31 to be considered for the vacancy in the next school year and will be interviewed by a team selected by the administration. If these interviews convince the administration that further inside or outside advertising for the position are unlikely to produce an applicant with qualifications and ability superior to those possessed by the currently employed applicant, the position can be awarded without additional advertising.
- c. Where two or more currently employed persons have indicated a desire to be considered for such movements, and the vacancy is being filled pursuant to this section, the employee who in the opinion of the administration is most able and most qualified to fill the position will be awarded the position.
- d. Certified personnel whose request for a voluntary transfer has been granted will be notified within ten (10) days after such decision has been reached by Board approval. The

certified personnel whose request for voluntary has been denied will be notified in writing within ten (10) days.

e. The personnel office shall also maintain a list of employees desiring lateral movement within the district and afford employees the opportunity to thus make known and record their desire for lateral movement. The desires of employees in this regard will be considered by the administration in making assignments. All assignments are at the discretion of the administration.

2. Involuntary Transfers

It is agreed that involuntary transfers will be kept to a minimum.

Involuntary transfers will only be made when necessary and/or when it is in the best interest of the students. In making an involuntary transfer, consideration shall be given concerning certification, experience, compatibility, and abilities of the person being transferred.

Teachers involved in involuntary transfers will have a meeting with his/her immediate supervisor concerning why this transfer is necessary. If the teacher objects to the transfer, the teacher can request a meeting with the Director and Superintendent for appeal. An involuntary transfer will be official only after a meeting between the teacher involved and the Superintendent and approval by the Board of Education.

Notice of involuntary transfer shall be given to a teacher immediately following a decision to transfer. If an involuntary transfer takes place during a vacation time, a certified letter will be mailed, and the school personnel involved will have ten (10) days to respond if they are not in agreement with the transfer.

NO REPRISAL CLAUSE

The Board and/or the Administration agree that no action will be taken against any teacher for reasons solely concerning the teacher's conditions of employment with the District because of the teacher's membership in or legal activities on behalf of the MEA, AEA, NEA, or PPC, activities including but not limited to participation in negotiations; filing a grievance; making a presentation before the Board, Superintendent, or any other administrator.

ASBESTOS REPORT

In September of each year an annual report to the public is made at a school board meeting. Included in this report is the current status report on asbestos containing material within the buildings used by our students and staff.

At the present time, we have ACM in floor tile, ceiling tile, and thermo-wrap piping. This material is and continues to be properly maintained following the procedures as set forth in a management plan. The management plan was developed by a certified management planner. The district has a management plan available for public viewing if anyone is interested in knowing all of the specific locations of ACM.

3.1—LICENSED PERSONNEL SALARY SCHEDULE

Arkansas Professional Pathway to Educator Licensure (APPEL)

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the APPEL program 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 APPEL program's position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Licensed employee, seeking additional area or areas of licensure

Licensed employees who are working on an Additional Licensure Plan are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience.

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.

All salary increases greater than or equal to 5% for an employee continuing to do substantially the same job functions must be approved by the board of directors.

Legal References: A.C.A. § 6-17-201, 202, 2403
 A.C.A. § 6-20-2305(f)(4)
 ADE Rules Governing School District Requirement for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Website.

Cross References: Policy 1.9 Policy Formation

Date Adopted: August 9, 2010

Last Revised: April 26, 2012
 June 27, 2013
 April 14, 2014
 April 13, 2015

Post salary schedule [HERE](#):

MALVERN SCHOOL DISTRICT LEA #30-04-000
 CERTIFIED SALARY SCHEDULE
 2018/2019
 BOARD APPROVED 04/12/2018

EXP	STEP	BSE	BSE+15	MSE	MSE+15
0	1	36,959	38,331	41,351	42,725
1	2	37,646	39,018	42,038	43,411
2	3	38,331	39,704	42,725	44,097
3	4	39,018	40,390	43,410	44,783
4	5	39,704	41,077	44,095	45,468
5	6	40,390	41,765	44,781	46,155
6	7	41,077	42,449	45,468	46,843
7	8	41,765	43,135	46,155	47,528
8	9	42,449	43,822	46,841	48,215
9	10	43,135	44,508	47,527	48,900
10	11	43,822	45,195	48,215	49,588
11	12	44,508	45,881	48,900	50,274
12	13	45,195	46,568	49,584	50,959
13	14	45,881	47,254	50,271	51,645
14	15	46,568	47,939	50,959	52,332
15	16	47,254	48,624	51,645	53,019
16	17	47,939	49,311	52,332	53,704
20	21	49,243	50,616	53,635	55,007
25	26	50,685	52,058	55,076	56,449

SALARIES ARE BASED ON A 190 DAY CONTRACT. EXTENDED CONTRACTS ARE CALCULATED BY APPLYING THE FOLLOWING MULTIPLIER ACCORDING TO CONTRACT LENGTH.

9¼ MO	195 DAY	1.02632
9½ MO	200 DAY	1.0556
9¾ MO	205 DAY	1.0833
10 MO	210 DAY	1.1111
10¼ MO	215 DAY	1.1389
10½ MO	220 DAY	1.1667
11 MO	225 DAY	1.2222
11½ MO	235 DAY	1.2778
12 MO	245 DAY	1.3333

MALVERN SCHOOL DISTRICT LEA #30-04-000
 ADMINISTRATIVE SALARY SCHEDULE
 2018/2019
 BOARD APPROVED 04/12/2018

	EXPERIENCE	
	LEVEL I (0-4 YEARS)	LEVEL II (5+ YEARS)
Assistant Superintendent	91,928.00	94,091.00
Principal		
Malvern Elementary School	80,031.00	82,194.00
Wilson Intermediate School	77,868.00	80,031.00
Malvern Middle School	80,031.00	82,194.00
Malvern High School	84,357.00	86,520.00
Assistant Principal		
Malvern Elementary School	71,379.00	73,542.00
Wilson Intermediate School	N/A	N/A
Malvern Middle School	N/A	N/A
Malvern High School	73,542.00	75,705.00
Special Education Supervisor	77,868.00	80,031.00
Director of School Improvement	77,868.00	80,031.00

MALVERN SCHOOL DISTRICT LEA #30-04-000
 2018/2019
 COACHING STIPEND SCHEDULE
 BOARD APPROVED 04/12/2018

STIPEND	AMOUNT
Baseball (Head Senior High)	\$5,713
Baseball (Assistant Senior High)	\$2,857
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Basketball (Head Senior High Boys)	\$8,571
Basketball (Assistant Senior High Boys)	\$2,857
Basketball (Head Senior High Girls)	\$8,571
Basketball (Assistant Senior High Girls)	\$2,857
Basketball (Assistant to Athletic Director)	\$857
Basketball (Head Junior Boys)	\$3,714
Basketball (Assistant Junior Boys)	\$1,999
Basketball (Head Junior Girls)	\$3,714
Basketball (Assistant Junior Girls)	\$1,999
Basketball (Help on Fridays)	\$857
<hr/>	
Football (Head Senior High)	\$8,571
Football (Assistant Senior High)	\$5,713
Football (Head Junior Boys)	\$5,713
Football (Assistant Junior Boys)	\$3,714
Football Elementary	\$857
Football (Help on Fridays)	\$857
<hr/>	
Golf	\$1,500
<hr/>	
Soccer (Boys)	\$2,857
Soccer (Girls)	\$2,857
Soccer (Assistant)	\$2,857
<hr/>	
Softball (Head)	\$5,713
Softball (Assistant)	\$2,857
<hr/>	
Tennis	\$1,500
<hr/>	
Track	(Head Senior Boys) \$2,218
	(Head Senior Girls) \$2,218
Track	(Head Junior Boys) \$2,218
	(Head Junior Girls) \$2,218
<hr/>	
Volleyball (Head Senior Girls)	\$4,434
Volleyball (Assistant Senior Girls)	\$2,218
Volleyball (Head Junior Girls)	\$2,640
Volleyball (Assistant Junior Girls)	\$1,319
<hr/>	
Weight Room (Head)	\$1,142
Weight Room (Assistant)	\$572

MALVERN SCHOOL DISTRICT LEA #30-04-000
 2018/2019
 STIPENDS
 BOARD APPROVED 04/12/2018

Band Director:	Senior High		\$8,582
	Malvern Middle School		\$5,713
	Assistant		\$5,713
Choir Director	Senior High		\$2,857
	Malvern Middle School		\$1,429
Cheerleader	Senior High - 9 1/2 month contract		\$2,143
	Malvern Middle School - 9 1/2 month contract		\$2,143
	7th & 8th Grade		\$1,786
	Elementary Cheer (2 people)		\$286
Pep Club	Senior High - 9 1/4 month contract		\$1,786
	Malvern Middle School		\$1,786
Football Program			\$614
Student Council	Senior High (9 1/4 month contract)		\$1,227
	Malvern Middle School		\$572
Musical/Play Director	Senior High		\$614
	Assistant		\$369
Parent Involvement Coordinator			\$1,162
Class Sponsor	Senior		\$614
	Junior		\$614
Elementary Basketball			\$882
School Test Coordinator			\$1,576
Gifted & Talented Coordinator			\$857
Odyssey of Mind			\$572
Model UN/Law Tournament			\$286
Quiz Bowl	Senior High		\$1,500
	Malvern Middle School		\$857
	Elementary		\$286
ROTC – Drill Team/Color Guard			\$1,429
System Operators (schools with more than 50 computers)			\$1,227

Dean of Students		\$5,279
Medicaid Billing		\$2,349
National Board Certification (Payable until certificate expires.)		\$2,112
Director of Instruction Technology		\$6,035
Club Sponsors*		
Senior High: NHS, Beta, Foreign Language, Science, Art, 4-H, FCCLA, Skills USA		\$245
Malvern Middle School: NHS, Beta, 4-H		\$124
*Must fulfill required number of mtgs. and service projects		
Certified Instruction - Additional Duties (After School Programs)	Teachers	\$30 per hour
Classified - Additional Duties (After School Programs)	Bus Drivers	\$20 per hour
	Other Classified	\$15 per hour
Energy Management		\$2,060
Certified Utility Specialist		\$3,370
Safe Room Inclement Weather Coordinator	Per Occurrence	\$75

3.2—LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

Teachers

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

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

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

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

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

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
 - a. Direct observation;

- b. Indirect observation;
 - c. Artifacts; and
 - d. Data; and
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

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

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

Building Level or District Level Evaluations

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

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by random selection. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

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

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

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.
A.C.A. § 11-3-204
ADE Rules Governing Educator Support and Development

Date Adopted: June 9, 2005

Last Revised: April 8, 2013
March 12, 2018

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: June 9, 2005

Last Revised:

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

Reduction in Force (RIF) is a policy to guide the Malvern School District, if it becomes necessary, to reduce certified staff members due to a decline in student enrollment, change in financial conditions, program revision or elimination, closing of facilities, and/or school district reorganization. Whenever a reduction in certified staff becomes necessary in the opinion of the Board of Education, the following policy will be utilized to accomplish the necessary reductions.

A. General Provisions

No teacher shall be laid off unless there is a substantial reduction in the total number of students enrolled in the district, substantial evidence of insufficient operating revenues, or a program is eliminated.

Layoff of Schedule B (extra duty) positions shall be governed by a forty-five (45) calendar day notice except in cases where the Schedule B position has been contracted for a period of less than twenty (20) days, in which case a minimum of ten (10) calendar days written notice shall be given prior to layoff.

Payment of contracted duties performed prior to the effective day of layoff shall be made on a per-diem basis defined as the contracted compensation divided by the number of contract days.

B. Factors in Layoff

Seniority and certification shall be the prevailing factors in the event of layoff.

It is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available information at the time of layoff and that it is within the Board's authority to reinstate eliminated positions at its discretion.

C. Qualification Standards

1. For positions at the secondary level (grades 9-12), possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
2. For positions at the 7th and 8th grade levels, the following standards shall apply:
 - a. A K-8 certificate will qualify the teacher to instruct 7-8 general subject areas (math, science, social studies, English). For special areas at least twelve (12) semester hours in the discipline will be required.

or
 - b. A secondary certificate with a major, minor or twelve (12) semester hours in the discipline.

or
 - c. A middle school endorsement

or
 - d. Successful teacher experience in the subject area in Malvern Public Schools in grades 7-8.

3. For positions at the elementary levels, possession of an elementary certificate – For positions in special elementary areas such as music, art, and physical education, the teacher must possess specific certification in the subjects to be taught.
4. Teachers must possess the qualifications set forth in the applications or grants of any federally funded programs to be eligible for assignment to such programs.

D. Layoff Procedures

The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the staff who has the least seniority within the teacher's certification and qualifications. The time limit for requesting to bump shall be ten (10) days from the date of receipt of the layoff notice.

Seniority shall be computed backward from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the staff. Time spent on leave or on layoff shall not be construed as a break in the continuous service and seniority shall continue to accrue.

E. Recall Procedures

Teachers on layoff shall be recalled in inverse order of layoff based on their seniority, certification, and qualifications. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless none of the laid off teachers are certified and qualified to fill the vacancy.

Changes in a teacher's certificate and qualifications following layoff shall not permit the teacher to be recalled by bumping.

The Board shall give written notice of recall from layoff by sending a certified letter to the teacher with a copy sent to the Association president. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Refusal to accept a position that is less than full time shall not affect a teacher's recall rights to a full-time position. Refusal to accept a position of full-time employment will result in the teacher's loss of recall rights.

In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or lose seniority if the teacher is - at the time of recall - under contract with another employer.

To remain on layoff and subject to recall from layoff, a teacher shall notify the school district of such intention annually by registered letter (return receipt requested) postmarked on or between June 1 and June 30. Failure to comply with this requirement shall be considered an abandonment of position and the teacher's employment rights shall be terminated. The Board will inform each laid-off employee, in writing, of this provision at the time of layoff. This provision of layoff is in effect for two (2) years following the notification of layoff from the district.

Date Adopted: June 9, 2005

Date Revised:

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. After 25 days the employee will be contacted by the Superintendent's office to determine if the contract will be returned.

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

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

Date Adopted: June 9, 2005

Last Revised:

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

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

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 31. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

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

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

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

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

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

Teachers and administrators who, for any reason, miss part or all of any scheduled PD activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by the employee's appropriate supervisor.

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

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

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

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

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

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

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation.

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers licensed at the elementary level or in special education and professional development for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction for teachers licensed in an area other than the elementary level or in special education. The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license or special education license shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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

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

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

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

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

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

By the end of the 2014-15 school year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.⁷ 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 hours of PD required annually.

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

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

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);

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

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

PD activities shall relate to the following areas:

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

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

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

Cross References: Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION
Policy 4.37—EMERGENCY DRILLS

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
ADE Rules Governing Student Special Needs Funding
ADE Advisory Guidelines for the Use of Student Restraints in Public School or
Educational Settings
A.C.A. § 6-10-121
A.C.A. § 6-10-122
A.C.A. § 6-10-123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-420
A.C.A. § 6-15-426(f)(g)(h)
A.C.A. § 6-15-438
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1302
A.C.A. § 6-15-1303
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-708
A.C.A. § 6-17-709
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303 (15)
A.C.A. § 6-41-608
A.C.A. § 6-61-133

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3.7—LICENSED PERSONNEL SICK LEAVE/SICK LEAVE BANK

Definitions

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Excessive Sick Leave” is absence from work , whether paid or unpaid, that exceeds thirteen (13) days in a contract year for an employee and that is not excused pursuant to: the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee’s contract length and that is not excused pursuant to: the Family Medical Leave Act; a reasonable accommodation of disability under the American’s 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. All contracted full-time licensed personnel of the Malvern School District shall be entitled to eleven (11) days of regular sick leave each year at full pay. Employees working more than nine (9) months shall receive one (1) additional day of sick leave for each additional month of service not to exceed thirteen (13) days. For the purposes of this policy, a day is defined as the number of hours for which an employee is contracted each day. Such leave shall be in force beginning with the first day for which each employee is employed. Provided, if an employee resigns or leaves his/her position for any reason before the end of the contracted period, the district will deduct from his/her last check full compensation for any days of sick leave used in excess of the number of days earned. Up to four leave days may be used for personal business of the employee when such leave is approved in advance by the principal or supervisor.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one-hundred seventy-eight (178) days accrued from previous contracts, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.¹
7. “Immediate family” means an employee’s spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, or sibling.
8. “Leave for the purpose of reporting” is based on half days or whole days only. An employee missing up to four hours will be charged half a leave day. The absence of more than four hours will be charged a whole leave day. With administrative approval, an employee may miss up to two hours per pay period without being charged a leave day.

Additional Benefits

District employees who are a legally married couple may utilize each other's accumulated sick leave with the stipulation that balances cannot be used for incentives for retirement.

Leave will be retained during any approved leave of absence. While leave of absence will not be considered a year of service for the accumulating of leave, it will be considered a year of service for the purpose of maintaining continuity. Teachers will be allowed to work one period for another teacher when licensed in that field, upon approval by the principal, without loss of pay.

In case of retirement an amount of thirty-five (\$35.00) per day up to 145 days for each unused sick day will be given to the retiree. A retiree will have the option of giving all days over the 145 sick days to the sick leave bank if a member. In case of termination of contract by resignation or dismissal, the pay for unused sick days will be forfeited.

Sick Leave

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court, and bonding time. See also, 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

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/her 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 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

If the employee's absences are excessive or grossly excessive as defined by 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 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 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 3.30—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 accumulated 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 accumulated sick leave, vacation or personal leave. See 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

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

Extended Sick Leave and Sick Leave Bank

The purpose of the extended sick leave is to grant employees extended leave beyond the existing sick leave policy when a *non-life threatening illness or accident* occurs.

The purpose of the Sick Leave Bank is to grant to voluntary participants an extended sick leave option going beyond the existing policy when faced with a *life threatening illness or accident*.

This program in no way alters the participant's obligations for regular sick leave as set forth in these policies.

Sick Leave Bank Membership

Contracted full-time staff members of the respective schools may participate by contributing one (1) regular leave day to the Sick Leave Bank at the beginning of the school year. If the balance at the end of

a school year exceeds two hundred fifty (250), present participating members may be granted free coverage for one year. If the number of days in the bank is depleted in any one year, participating members shall be assessed one additional day.

Sick Leave Bank Review Board

The review board will consist of the superintendent, an elementary and secondary principal, one elementary and one secondary teacher elected by the respective faculties with the superintendent's secretary serving as the board's recorder and record keeper.

Request for withdrawal must be submitted to the recorder in writing. The recorder will inform the board members of the place and time of the meeting to review the request.

The review board may grant exceptions to this policy.

Extended Sick Leave (Half Pay) for Non-Life Threatening Illness or Accident (ESL)

Not Sick Leave Bank

Extended sick leave may be granted for *one* major non-life threatening illness or accident of an employee or his/her spouse, child, stepchild, parent, stepparent, mother-in-law or father-in-law or sibling. A physician must verify that this illness or accident temporarily prevents the employee from performing his/her normal duties.

After verification from a physician and when an employee has used all accrued sick leave, that employee may receive forty-five (45) days at one-half pay from the district. An employee may only take extended sick leave (half pay) one time during their employment with the District. All extended sick leave days must be taken in one calendar school year between July 1 and June 30.

Extended Sick Leave (Full Pay) for Life Threatening Illness or Accident (Sick Leave Bank)

A full-time contracted employee is eligible for extended sick leave from the Sick Leave Bank if he/she is a member of the Sick Bank and meets the requirements as set forth in this policy.

Extended sick leave from the Sick Leave Bank may be granted for *one* life threatening illness or accident of the employee or his/her spouse, child, stepchild, grandchild, parent, stepparent, grandparent, mother-in-law or father-in-law or sibling. The employee must first use all accrued leave. After verification from a physician that the illness or accident may be life threatening and prevents the employee from performing his/her normal duties, the employee may appeal in writing to the Sick Bank Committee requesting up to forty-five (45) days at full pay. After these days are used, the employee may receive forty-five (45) days at one-half pay from the district. An employee may only take extended sick leave (full pay) one time during their employment with the District. All extended sick leave days must be taken in one calendar school year between July 1 and June 30.

Child Rearing Leave

An employee may request a leave of absence, not to exceed twelve (12) months, for the purpose of child rearing.

No salary will be paid an employee on child rearing leave, and all sick leave accumulation and other financial benefits paid by the district will cease.

Bereavement Leave

In the event of death of a spouse, child, stepchild, grandchild, parent, stepparent, grandparent, mother-in-law or father-in-law or sibling of any contracted licensed employee, three (3) days of bereavement leave per year will be granted in addition to the days allowable by the current sick leave policy. The days are not deducted from the sick leave and the days will not be cumulative.

Emergency Leave

Emergency leave will be allowed licensed personnel without loss of pay in the event of destruction of a teacher's property by disaster.

Cross References: 3.17—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
 3.37—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'
 COMPENSATION

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

Date Adopted: June 9, 2005

Last Revised: November 14, 2005
 April 26, 2012
 April 14, 2014
 April 13, 2015
 May 18, 2015
 April 26, 2016

3.8—LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: June 9, 2005

Last Revised: August 9, 2010

3.9—LICENSED PERSONNEL PROFESSIONAL LEAVE

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. 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.

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.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 9, 2005

Last Revised:

3.10—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.¹

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

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

Date Adopted: June 9, 2011

Last Revised:

3.11—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 paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 9, 2005

Last Revised:

3.12—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.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 9, 2005

Last Revised:

3.13—LICENSED PERSONNEL LEAVE – INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: June 9, 2005

Last Revised:

3.14—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for 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 allotted the greater of:

1. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; or
2. Five hundred dollars (\$500).

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 building principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

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: June 9, 2005

Last Revised: April 13, 2015

3.16—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.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 3.37, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 3.7—LICENSED PERSONNEL SICK LEAVE
 3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE
 3.37—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’
 COMPENSATION

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

Date Adopted: June 9, 2005

Last Revised: April 14, 2014

3.17—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

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

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

Inquiries on nondiscrimination may be directed to the Equity Coordinator, who may be reached at 501-332-7500.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

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

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

For purposes of this policy, “veteran” is defined as:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
 - Form DD-214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant’s command indicating years of service in the National Guard or Reserve Forces as well as the applicant’s current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran’s Administration (in the case of an applicant with a service-related disability).

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

Legal References: Arkansas Department of Education Rules Governing Background Checks
 A.C.A. § 6-17-301
 A.C.A. § 6-17-410
 A.C.A. § 6-17-411
 A.C.A. § 6-17-428
 A.C.A. § 6-17-429
 A.C.A. § 21-3-302
 A.C.A. § 21-3-303
 28 C.F.R. § 35.106
 29 C.F.R. part 1635
 34 C.F.R. § 100.6
 34 C.F.R. § 104.8
 34 C.F.R. § 106.9
 34 C.F.R. § 108.9
 34 C.F.R. § 110.25

Date Adopted: June 9, 2005

Last Revised: April 14, 2014
 April 13, 2015
 May 18, 2015
 March 12, 2018

3.18—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 written approval for the activity for which the employee seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent and that the teacher's attendance/travel was at the request of the district.

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

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

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 9, 2005

Last Revised: May 24, 2010

3.19—LICENSED PERSONNEL TOBACCO USE POLICY

The Malvern School District and all of its school properties shall be tobacco free 24 hours a day, 365 days per year. This includes all days when school is not in session and all functions taking place on school grounds, such as athletic functions and other activities not associated with, or sponsored by, the school.

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, or other school vehicles is prohibited.

With the exception of recognized tobacco cessation products, this policy's prohibition includes any tobacco or nicotine delivery system or product. Specifically, the prohibition includes any product that is manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under any other name or descriptor.

The use of tobacco products by all school employees on district property including at school-sponsored functions, on or off school property, is prohibited at all times. This includes district vehicles as well as personal vehicles on school property.

The use of tobacco products by all visitors to the school district property is prohibited. This includes non-school hours and all functions sponsored by the school or anyone, athletic or otherwise.

Advertising of tobacco products is prohibited in school buildings, on school property, at school functions, and in all school publications.

Faculty and staff include: administrators, teachers, janitors, aides, secretaries, clerks, teacher assistants, bus drivers, crossing guards, cafeteria workers, non-certified staff, or any person employed or volunteering to provide services for the operation of the school.

These individuals may not use tobacco products on school property at any time. Those staff members violating this policy will be subject to the following procedures:

First Offense:

- A written warning by the appropriate administrator.

Second Offense:

- A formal reprimand by the appropriate administrator and a letter of same to be placed in personnel file.

Third Offense:

- Conference with the superintendent and possible leave without pay.

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 shall abide by all policies as specified in A.C.A. § 6-19-108, 49 C.F.R. § 382-101-605 and 49 C.F.R. § part 40.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 9, 2005

Last Revised: October 9, 2006
June 27, 2013

3.20—DRESS OF LICENSED EMPLOYEES

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

Date Adopted: June 9, 2005

Last Revised:

3.21—LICENSED PERSONNEL POLITICAL ACTIVITIES

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

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

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

A. Campaigning and Holding Public Office

The Board recognizes that employees of Malvern Public Schools have the same fundamental civic responsibilities and privileges as other citizens. Examples of these are campaigning for an elective public office and holding an elective or appointive public office.

B. Leave

Any certified employee who has three (3) years of service in the system may be granted leave of absence under (certain) conditions and stipulations of this article. During such approved leave, employees may be eligible for all applicable benefits within the jurisdiction of the Malvern Board. Return to service is assured, but no guarantee can be made of reassignment to the identical position vacated.

Request for leave under this policy must be made in writing and include the type of political activity and specific dates involved.

All rights and privileges of this policy are contingent upon the employee's return to the system immediately upon expiration of leave.

Date Adopted: June 9, 2005

Last Revised:

3.22—LICENSED PERSONNEL GRIEVANCE PROCEDURES

The Board of Education recognizes that harmonious relations with its employees can be maintained and improved through effective communications. The interest of all parties can best be served by sincere efforts of all concerned to promote understanding and cooperation. The Board, therefore, has adopted the following grievance procedure as a means to examine and resolve possible problems that relate to the administration of personnel policies of the school district.

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

Definitions

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

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

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

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

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

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

Process

Level One:

An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence of the grievance. The supervisor shall offer the employee an

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

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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

Date Adopted: June 9, 2005

Last Revised: May 24, 2010

3.22F

GRIEVANCE REPORT FORM A
Employees

STEP 1

From: _____, Grieving Person
To: _____, Principal or Supervisor
Subject: _____
Date: _____

Description of happening:

Signature

(To be completed by Principal or Supervisor only)

STEP 2

Grievance No. _____
(To be assigned only if forwarded)

Date Forwarded: _____

Response to Grievance:

(Signature of Principal or Supervisor)

Date

APPEAL FORM B

STEP 3

Grievance Number: _____
(Assigned by Principal or Supervisor)

From: _____
(Grieving Person)

To: _____
(Superintendent of Schools)

Date: _____
(Grievance Report Form A must be attached.)

Signature

STEP 4

Date Appeal Received: _____

Date of Response to Appeal: _____

Response to Appeal:

Signature of Superintendent of Schools

Date

APPEAL FORM C

STEP 5

Grievance Number: _____

From: _____, Grieving Person

To: _____ Local Board of Education _____

Subject: _____

Date: _____

Attach: Grievance Report (Form A) and Appeal (Form B)

Signature

STEP 6

Date of Appeal Received: _____

Date of Response to Appeal: _____

Response to Appeal:

Signature of President Board of Education

Date

3.23—LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

“Sexual harassment” means conduct that is:

1. Of a sexual nature, including, but not limited to:
 - a. Sexual advances;
 - b. Requests for sexual favors;
 - c. Sexual violence; or
 - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. denies or limits a student’s or employee’s ability to participate in or benefit from any of the District’s educational programs or activities or employment environment through any or all of the following methods:
 - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual’s education or employment;
 - b. Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
 - c. Such conduct has the purpose or effect of substantially interfering with an individual’s academic or work performance or creates an intimidating, hostile, or offensive academic environment.

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment.

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

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

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

- The final determination of the investigation;
- Remedies the District will make available to the employee; and

- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

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

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

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

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

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

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

Date Adopted: June 9, 2005

Last Revised: April 21, 2011
March 12, 2018

3.24—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: June 9, 2005

Last Revised:

3.25—LICENSED PERSONNEL COMPUTER USE POLICY

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

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

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

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

Date Adopted: June 9, 2005

Last Revised: March 14, 2017

3.25F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

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

- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; ~~or~~
- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

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

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

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

Employee's Signature: _____ Date _____

3.26—LICENSED PERSONNEL SCHOOL CALENDAR

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

The District shall not establish a school calendar that interferes with any scheduled statewide assessment that might jeopardize or limit the valid assessment and comparison of student learning gains.

The Malvern School District shall operate by the following calendar:

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

Date Adopted: July 13, 2006

Last Revised: June 11, 2013
 March 12, 2018

**MALVERN SCHOOL DISTRICT
2018-2019 CALENDAR**

Professional Development Plan June 1, 2018 – May 31, 2019 (10 days)

FIRST SEMESTER

First Day of School – August 20, 2018

August 20 – August 31, 2018 10 days

September 1 – September 30, 2018 19 days
(Labor Day – September 3, 2018)

October 1 – October 31, 2018 22 days
(Parent/Teacher Conferences/No Students – October 22, 2018)

November 1 – November 30, 2018 17 days
(Thanksgiving – November 19-23, 2018)

December 1 – December 31, 2018 15 days
(Holiday Break – December 24, 2018 – January 7, 2019)

*****End of 1st Semester – 83 days*****

SECOND SEMESTER

January 1 – January 31, 2019 17 days
(Holiday Break – December 24, 2018 – January 7, 2019)
(Professional Development Day/No Students – January 7, 2019)
(Martin Luther King, Jr. Day – January 21, 2019)

February 1 – February 28, 2019 18 days
(Presidents’ Day – February 18, 2019)
(Parent/Teacher Conferences/No Students – February 15, 2019)

March 1 – March 31, 2019 16 days
(Spring Break – March 18 – 22, 2019)

April 1 – April 30, 2019 22 days

May 1 – May 31, 2019 22 days
(Memorial Day – May 27, 2019)

Last Day of School – May 31, 2019

*****End of 2nd Semester – 95 days*****

The District will again apply for inclement weather AMI days. In the event that additional inclement weather make-up days are needed, the first make-up day will be Parent/Teacher Conference Day, February 15, 2019. The second inclement weather make-up day will be Presidents’ Day, February 18, 2019. All other inclement days will be added to the end of the school calendar or at the discretion of the Malvern School District Board of Education.

ATTENDANCE/GRADING PERIODS

1 st quarter	August 20	–	October 17	42 days
2 nd quarter	October 18	–	December 21	41 days
3 rd quarter	January 8	–	March 15	46 days
4 th quarter	March 25	–	May 31	49 days

3.27—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), or care-giving adult or adults in a student’s home to discuss the student’s academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences. 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 or denied course credit, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3
A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: June 9, 2005

Last Revised: April 13, 2015

3.28—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. (Insert substance abuse resources here.)

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.37—LICENSED PERSONNEL
WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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/her 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 or her 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/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she 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/her 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/her 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.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

Legal References: 41 U.S.C. § 8101, 8103, and 8104
A.C.A. § 11-9-102
A.C.A. § 17-80-117

Date Adopted: June 9, 2005

Last Revised: May 24, 2010
April 13, 2015
May 18, 2015
April 26, 2016

3.29—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Scope of Policy

Each person hired for a position that allows or requires the employee operate a school bus shall meet the following requirements:

1. The employee shall possess a current commercial vehicle drivers license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

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.²³ 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 guidelines issued by the United States Department of Health and Human Services for such facilities (“Mandatory Guidelines for Federal Workplace Drug Testing Programs”).

Definitions

Safety sensitive function includes:

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

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.

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 who, with 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.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

If the results for an alcohol test administered to a driver 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 other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119

A.C.A. § 27-23-201et seq
49 C.F.R. § 382-101 – 605
49 C.F.R. § part 40
49 C.F.R. § 390.5

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

Date Adopted: June 9, 2005

Last Revised: May 24, 2010
April 14, 2014

3.29F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I hereby certify that I have been presented with a copy of the Malvern 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 _____

3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

“Eligible Employee” is an employee who has: Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to;

teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

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

Policy

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

Leave Eligibility

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

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

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

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave. 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.

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

Concurrent Leave Under the FMLA

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

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

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

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

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

Health Insurance Coverage

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

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

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

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

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

Unforeseeable Leave:

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

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

Medical Certification

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

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

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

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

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

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

Substitution of Paid Leave

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

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

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

to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Return to Work

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

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions:

“Covered active duty” means:

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

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

Certification

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

Employee Notice to District

Foreseeable Leave:

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Leave taken by an eligible instructional employee more than five (5) weeks prior to end of the semester

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

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

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

SERIOUS ILLNESS

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

Definitions:

“Covered Service Member” is:

- a. a member of the Armed Forces, including a member of the National Guard or Reserves, who is ~~a~~ undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

“Serious Injury or Illness”:

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

“Son or daughter of a covered servicemember” means a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.²

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

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

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

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

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no

reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position.

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

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

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

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

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

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

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

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

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

- a. The leave is of at least three (3) weeks duration; and

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

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

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

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

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

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

Cross References: 3.7—LICENSED PERSONNEL SICK LEAVE
 3.16—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
 3.37—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’
 COMPENSATION

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

Date Adopted: May 24, 2010
Last Revised: April 14, 2014
 April 26, 2016

3.31—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate. Teachers may not be assigned more than sixty (60) minutes of non-instructional duties per week.

Legal Reference: A.C.A. § 6-17-201
 A.C.A. § 6-17-117

Date Adopted: June 9, 2005

Last Revised: June 27, 2013

3.32—LICENSED PERSONNEL COMPENSATION AND BENEFITS

The Malvern 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. 4 Personal days.

A. Salary Schedule

The teachers' salary schedule and related extra duty schedules are included with policy 3.1.

All newly employed teachers shall be placed on the salary schedule in accordance with their training and experience.

B. Alternative Licensure Program, no prior teaching license

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

C. Licensed employee seeking additional area or areas of licensure

Licensed employees who are working on an additional licensure plan are entitled to placement on the salary schedule commensurate with their current license, level of education degree, and years of experience.

Teachers will be given credit on the salary schedule for hours completed or degrees earned during the same semester of completion, providing work is completed and district notified no later than the twelfth (12th) week of second (2nd) semester.

D. Pay for Approved Trips

Teachers will be paid for Arkansas Activities Association approved trips that are held after normal school hours. The rate will be \$10.00 per day for school days and \$25.00 per day for weekends.

E. Teacher Retirement

All teachers entering the teaching profession in Arkansas automatically become members of the Teacher Retirement System. The teacher may elect to become a contributory or non-contributory member.

Contributory members will have 6% of their salary deducted at the local school district level and remitted to the Teacher Retirement System according to law and regulations.

F. Social Security

Each employee is automatically included in Social Security coverage. A percentage contribution to the system is required of each employee by federal law on a portion of his/her salary as set by the same law.

G. Insurance

Employees may elect to participate in the State Health Insurance Program. The District Dental Program is provided and a \$15,000 District Life Insurance Policy is provided to the employee.

H. Credit Union

Credit Union payroll deduction will be made for those employees requesting this deduction.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 9, 2005

Last Revised:

3.33—LICENSED PERSONNEL CELL PHONE USE

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

In any instance where the district issues a cell phone or school computer to a school employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phone and/or computer for non-school purposes, except as permitted by the district's

Internet/computer use policy shall be subject to discipline, up to and including termination.

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

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

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES, BEEPERS, ETC.
 7.17—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

Date Adopted: June 9, 2005

Last Revised: April 13, 2009
 April 14, 2014

3.34—LICENSED PERSONNEL TERMINATION AND NON-RENEWAL

A. Due Process

In conformance with State Statutes, the Board may non-renew or terminate an employee's contract for due and sufficient cause, provided the employee is afforded full due process rights of the applicable laws.

B. Considerations for Dismissal

In accordance with the law, the Board shall recognize, but not be limited to, the following considerations concerning dismissals:

Inefficiency or Incompetence, Insubordination Against Reasonable Policies of the Board, Moral Misconduct (including but not limited to admission of shoplifting, misdemeanor theft), Disability (as shown by competent medical evidence), Elimination of Position (if no other position exists to which he/she may be appointed or qualified) or Other Due and Sufficient Cause.

C. Teacher Dismissal Laws

Copies of the following laws relating to teacher dismissal can be found in the central office, obtained from a PPC representative and/or the State Department of Education:

- Act 936 of 1983, The Teacher Fair Dismissal Act
- Act 154 of 1985, Liability for Violated Contracts
- Act 625 of 1989, Strict Compliance Act
- Act 1739 of 2001
- A. C. A. § 6-17-201

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 9, 2005

Last Revised:

3.35—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 9, 2005

Last Revised:

3.36—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, or designee. The principal or designee shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

1. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
5. Demeaning humor relating to a student’s actual or perceived attributes,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,

8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut,” “You are so gay,” “Fag,” “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 24, 2010

Last Revised: April 21, 2011
June 9, 2011
April 14, 2014
April 13, 2015
March 12, 2018

3.37—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 Human Resource in central office. An injured employee must immediately contact ASBA at 1-855-769-7900. 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. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits.

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.

Employees who are absent from work in the school district due to a Workers' Compensation claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee whose has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

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

- 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;
- 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;

- 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 References: 3.7—LICENSED PERSONNEL SICK LEAVE
3.16—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: June 11, 2009
Date Revised: May 24, 2010
April 14, 2014
April 13, 2015
April 26, 2016

3.38—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 certified employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: May 24, 2010

Last Revised:

3.39—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

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

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: August 9, 2010

Last Revised: April 21, 2011

3.40—DUTY TO REPORT CHILD ABUSE, MALTREATMENT, OR NEGLECT

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

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

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

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

Date Adopted: May 24, 2010

Last Revised:

3.41—LICENSED PERSONNEL VACATIONS

Licensed employees who work twelve months will receive vacation with pay under the listed conditions and according to the following schedule:

Conditions:

1. Two weeks (10 days) of vacation will be given each completed year.
2. All vacations must be approved by submitting a vacation request to the Superintendent or his designee.
3. All vacations shall be scheduled during the summer when school is not in session unless approved by the Superintendent or his designee.
4. Vacation pay will be paid within the regular pay schedule.

Length of Vacation:

A twelve-month (240 or more contract days) licensed employee will receive a two-week (10-day) vacation after completing one (1) year of employment. A person working a portion of the fiscal year (July 1 – June 30) will be allowed to build pro-rated vacation days not to exceed ten (10) days. Pro-rated vacation days are determined by dividing the total days worked by the total possible contract days for that position.

Notes: No vacation shall be authorized the three weeks before school starts unless approved by the Superintendent or his designee.

Earned but unused vacation not to exceed ten (10) days will be paid upon resignation, retirement, termination, or non-renewal at the employee's current daily rate of pay.

Date Adopted: April 21, 2011

Last Revised: April 13, 2015

3.43—LICENSED PERSONNEL DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

The following procedure must be followed when money is collected on behalf of the Malvern School District by a staff member:

All money collected in the classroom, library, little store, clubs, organizations, etc. for activity funds should be receipted at the time it is collected and turned in to the school office daily. **No cash or checks are to be left in any classroom overnight. Refer to Board Policy 7.7.**

A two-copy pre-numbered receipt must be written for any money turned in to the staff member. The original receipt should be given to the individual submitting the money to you. The copy of the receipt should be kept intact in the receipt book for your records. The receipt should indicate cash or check also.

A roster may be used in lieu of the individual receipt for field trips or special fund raisers if the amount given is reflected beside the student's name indicating cash or check.

No employee of the Malvern School District may be authorized to collect or expend any monies on behalf of a Booster Club without the written approval of the building principal.

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

Date adopted: April 21, 2011

Last Revised:

3.45—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 contracts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

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

Definitions:

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

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines 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 members are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

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

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

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

Date Adopted: April 26, 2012

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is 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;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories 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 employee.

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of tear gas or pepper spray which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees who have been trained may have access to a taser gun for threats of terroristic violence. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Legal References: A.C.A. § 5-73-119
 A.C.A. § 5-73-120
 A.C.A. § 5-73-124(a)(2)
 A.C.A. § 5-73-301
 A.C.A. § 5-73-306
 A.C.A. § 6-5-502

Date Adopted: April 14, 2014

Date Revised: May 18, 2015

3.49—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with ADE rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.

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; in accordance with Policy 5.26—ALTERNATIVE LEARNING ENVIRONMENTS;
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: June 27, 2013

Last Revised: April 13, 2015

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education (ADE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the ADE.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence
And Support System 4.05

Date Adopted: April 14, 2014

Last Revised:

3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.¹

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19 -120

Date Adopted: April 14, 2014

Last Revised:

3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS IN THE CHILD NUTRITION PROGRAM

For purposes of this policy, “Family member” includes:

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

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported Federal funds, including by the District Child Nutrition Program funds if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent’s partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a) Entertainment;
- b) Hotel rooms;
- c) Transportation;
- d) Gifts;
- e) Meals; or
- f) Items of nominal value (e.g. calendar or coffee mug).

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All district personnel involved in purchases with Federal funds, including child nutrition personnel shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner’s Memo FIN 09-036
Commissioner’s Memo FIN-10-048
Commissioner’s Memo FIN 15-074

2 C.F.R. 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: April 13, 2015

Last Revised: April 26, 2016

3.53—LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW

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

Date Adopted: April 14, 2014

Last Revised:

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

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

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

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

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

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

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

Neither the District nor the teacher are obligated to:

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

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

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

Date Adopted: May 18, 2015

Last Revised: April 26, 2016
 March 12, 2018
 May 14, 2018

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

The Malvern School District (District) and _____ (Teacher) enter into the following contract addendum:

1. Teacher has agreed to teach a class on _____ instead of a preparatory period from _____ through _____;
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of _____;
3. District agrees to pay Teacher for those students who enroll and attend Teacher’s class that are in excess of the Standard’s maximum daily number of students at the per student per day amount of _____;
4. District agrees to pay teacher _____.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: _____ Date: _____

Superintendent’s Signature: _____ Date: _____

Board President’s Signature: _____ Date: _____

Legal References: A.C.A. § 6-17-114
A.C.A. § 6-17-812
ADE Rules Governing Class Size and Teaching Load

Date Adopted: May 14, 2018

Last Revised: