**2023-24**

**IMBODEN AREA CHARTER SCHOOL**

**LEA #38-40-700**

# LICENSED PERSONEL POLICIES

**TABLE OF CONTENTS**

**3.1 LICENSED PERSONNEL SALARY SCHEDULE 5**

**3.2 LICENSED PERSONNEL EVALUATIONS 9**

**3.3 EVALUATION OF LICENSED PERSONNEL BY RELATIVES 12**

**3.4 LICENSES PERSONNEL REDUCTION IN FORCE 13**

**3.5 LICENSED PERSONNEL CONTRACT – RETURN 15**

**3.6 LICENSED PERSONNEL EMPLOYEE TRAINING 16**

**3.7 LICENSED PERSONNEL BUS DRIVER DRUG TESTING 24**

**3.8 LICENSED PERSONNEL SICK LEAVE 32**

**3.9 LICENSED PERSONNEL SICK LEAVE BANK 36**

**3.11 LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE 39**

**3.12 LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH**

**SEX OFFENDERS ON CAMPUS 41**

**3.13 LICENSED PERSONNEL – PUBLIC OFFICE 42**

**3.14 LICENSED PERSONNEL – JURY DUTY 43**

**3.15 LICENSED PERSONNEL LEAVE – INJURY FROM ASSAULT 44**

**3.16 LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF**

**SUPPLIES 45**

**3.17 INSULT OR ABUSE OF LICENSED PERSONNEL 46**

**3.18 LICENSED PERSONNEL OUTSIDE EMPLOYMENT 47**

**3.19 LICENSED PERSONNEL EMPLOYMENT 49**

**3.20 LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES 53**

**3.21 LICENSED PERSONNEL TOBACCO USE 54**

**3.22 DRESS OF LICENSED PERSONNEL 55**

**3.23 LICENSED PERSONNEL POLITICAL ACTIVITY 56**

**3.24 LICENSED PERSONNEL DEBTS 58**

**3.25 LICENSED PERSONNEL GRIEVANCES 59**

 **3.25F LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM 63**

**3.26 LICENSED PERSONNEL SEXUAL HARASSMENT 64**

**3.27 LICENSED PERSONNEL SUPERVISION OF STUDENTS 76**

**3.28 LICENSED PERSONNEL COMPUTER USE POLICY 77**

 **3.28F LICENSED PERSONNEL INTERNET USE AGREEMENT 78**

**3.29 LICENSED PERSONNEL SCHOOL CALENDAR 80**

**3.30 PARENT-TEACHER COMMUNICATION 82**

**3.31 DRUG FREE WORKPLACE – LICENSED PERSONNEL 83**

 **3.31F DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT 88**

**3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE 89**

**3.33 ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL 90**

**3.34 LICENSED PERSONNEL CELL PHONE USE 91**

**3.35 LICENSED PERSONNEL BENEFITS 93**

**3.37 ASSIGNMENT OF TEACHER AIDES 94**

**3.38 LICENSED PERSONNEL RESPONSIBILITIES GOVERNING**

**BULLYING 95**

**3.39 LICENSED PERSONNEL RECORDS AND REPORTS 99**

**3.40 LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS 100**

**3.41 LICENSED PERSONNEL VIDEO SUVEILLANCE AND OTHER**

**MONITORING 102**

**3.42 OBTAINING AND RELEASING STUDENT’S FREE AND REDUCED**

**PRICE MEAL ELIGIBILITY INFORMATION 103**

**3.43 DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN**

**GOOD STANDING 105**

**3.44 LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’**

**COMPENSATION 106**

**3.45 LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS 108**

**3.46 LICENSED PERSONNEL VACATIONS 112**

**3.47 DEPOSITING COLLECTED FUNDS 113**

**3.48 LICENSED PERSONNEL WEAPONS ON CAMPUS 114**

**3.49 TEACHERS’ REMOVAL OF STUDENT FROM CLASSROOM 116**

**3.50 ADMINISTRATOR EVALUATOR CERTIFICATION 118**

**3.51 SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION**

**DEVICES 119**

**3.52 WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN**

**PROCUREMENT WITH FEDERAL FUNDS 120**

**3.53 LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW 122**

**3.55 LICENSED PERSONNEL USE OF PERSONAL PROTECTICE 123**

 **EQUIPMENT**

3.0—LICENSED PERSONNEL POLICY COMMITTEE

**Membership**

The membership of the licensed personnel policy committee (PPC) shall be:

1. Five (5)**1** members who are classroom teachers as follows:
2. Up to three (3)**2** administrators appointed by the director, which may include the director.

**Election of Teacher Members**

The five (5)**1** teacher members of the PPC shall be elected as follows:**3**

The election for the teacher members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A teacher may cast a ballot to vote for the candidate(s)**3** the teacher is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.**4**

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

**Length of Term**

The length of term for teacher members of the PPC shall be two (2)**5** years. Terms of teacher members shall be staggered so that, to the extent possible, an equal number of teacher members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

**Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

**Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

1. Determine whether additional policies or amendments to existing policies are needed;
2. Review any policies or changes to policies proposed by the board of directors;
3. Propose additional policies or amendments to the board of directors; and
4. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings through the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.**6**

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

**Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

**Information Posted to District Website**

The following information shall be posted to the District website:

* Positions that are up for election to the PPC;
* Names of candidates running for each position;
* Information regarding the conduction of the election;
* Results of the election; and
* Minutes of each PPC meeting.

Notes: **1** The minimum number of teachers that must be on the PPC is five (5). The number can be increased in order to provide for better representation based on what your district needs. An example would be to have one individual selected to represent each building or for each grade span (K-4, 5-8, 9-12) be provided a specific number of representatives. Make sure that the number you select matches with the election process discussed in footnote **#3**.

**2** The law allows for up to three (3) administrators to be appointed to the PPC, which may include the superintendent. If you would rather set a specific number between one (1) and three (3), you may do so.

**3** Insert your election process here. Make sure that the election process takes into account who the teacher members of the PPC are intended to represent, such as buildings and grade levels from footnote **#1**.

**4** Due to the law not requiring that an individual be elected by a majority, we have opted to make a person’s election be successful by receiving the highest number of votes regardless of the number of candidates that ran for a given position. Not requiring a majority to be reached for a person to be elected prevents the need for a run-off election. If you would rather require that the individual receive a majority of the votes, you may do so.

**5** Insert the number of years in a term.

**6** A.C.A. § 6-17-204(b)(2) requires that any changes made to a personnel policy that are intended to become effective during the current contract year must be approved by a majority of the PPC. For procedural ease, we have opted to make this the default for the passage of any motion, but you may change the vote threshold for all other motions.

Cross Reference: 1.9—POLICY FORMULATION

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

Date Adopted: June 29, 2023

Last Revised:

**3.1— LICENSED PERSONNEL SALARY SCHEDULE**

Base Salary

Bachelor’s- $50,000

Master’s- $52,500

It is the Board’s belief that loyalty to our school is important and prevents employee turnover and the burden of training staff year after year. Therefore, teachers will be given a step increase for each year they have completed at IACS. Step increases of $500 per year will be given to teachers with Bachelor’s degrees, and step increases of $550 will be given to teachers with Master’s degrees.

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

For the purposes of the salary schedules, licensed personnel will have worked a “year” if he/she works at least 160 days.2 Only whole years of teaching experience (160 days) will be accepted for determining placement on the salary schedule.

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

Licensed personnel who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to ­­­the Director**3**. The appropriate salary increase will be reflected in the next paycheck provided it is at least two (2) weeks from the time the notice and documentation is delivered.**4** All salary changes will be on a “go forward” basis, and no back pay will be awarded.

Licensed personnel may bring in up to 15 years experience from any school district in the state of Arkansas for initial placement on the salary schedule. For each additional year after 15, 1% of the base salary will be added to the last placement on the salary schedule.

After school tutoring teachers will be paid an hourly rate based upon 1.5 times the hourly rate for step 0, category 1 of the salary schedule.

Classroom Teacher contracts will be issued on a semester basis, and licensed personnel will be paid in 12 monthly checks according to salaries determined by the salary schedule.

Licensed personnel assuming administrative duties will be paid according to the Administrator’s Salary. Certified Degree column refers to personnel who possess the minimum of building level administrative credentials and perform administrative duties. Stipends are as follows:

* Assistant Director 5.00%
* Payroll Clerk 6.25%

Arkansas Professional Educator Preparation (ARPEP) Program

Each employee newly hired by the school to teach under the Arkansas Professional Educator Licensure Preparation (ArPEP) Program shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the ArPEP 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 ArPEP 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 alternative licensure plan (ALP) to gain licensure in an additional area are entitled to placement on the salary schedule commensurate with their current license, level of education degree and years of experience. Degrees which are not relevant to the employee’s position shall not apply when determining his/her placement on the salary schedule.

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

A.C.A. § 6-13-635 requires the Board to adopt a resolution that it has reviewed and adopted all salary increases of 5% or more, but most of the Act's listing of reasons are statutorily required raises and are paid by the state and not district funds. The Act's language requires the resolution even for an employee who moves from one position to another higher paying position such as going from teaching to administration. None-the -less, the resolution is required. Policy 1.9 directs the Board to review the salaries when adopting changes to this policy.

We recommend the following language for the Board’s resolution:

*Whereas, the superintendent has identified  all changes from last school-year's published salary schedule, and has identified and presented the Board of Directors with each employee's salary increase of 5% or more as required under A.C.A. § 6-13-635 and created a spreadsheet explaining each;
 Therefore, the Imboden Area Charter School District Board of Directors approves and resolves that the spread sheet including those explanations are a factual representation of the raises given for the* ***2021-22*** *school-year.*

**1** Your district's salary schedule should be inserted in place of this paragraph. The remainder of the policy should remain in the policy. It's important to note that any changes to the salary schedule must go through the PPC and the Board adopt the policy with the actual salary schedule included in the adopted policy. The following definition can be used to ensure you have included the data they will be looking for when you are reviewed. “**Licensed Salary Schedule** is a set of matrices that are updated and published each school year that contains the minimum salary licensed employees earn based on number of years of experience, education degrees, computations for extended contracts, and salary supplements for additional duties or responsibilities. The salary schedule is required to reflect the actual pay practices of the district.”

**2** Select the number of days your district chooses to use to qualify teachers to be eligible for a step increase. 160 days is merely a suggestion, but it aligns with the Teacher Retirement’s requirement to earn credit toward retirement benefits.

**3** Insert the title of the appropriate person.

**4**This sentence is optional, but you do need to establish a date when a pay increase triggered by additional schooling will take effect. Include a period of advance notice that works for your district. In selecting the length of time, consider your employee’s time to verify the transcript and execute the contract addendum.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403

 A.C.A. § 6-20-2305(f)(4)

DESE Rules Governing Documents Posted to School District and Education Service Cooperative Websites

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

**3.2—LICENSED PERSONNEL EVALUATIONS**

**Definitions**

“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 Director 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 the Director.**~~4~~2** 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 School 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.3

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:**4**

A written evaluation of the teacher’s performance on all evaluation domains as a whole;

1. The evaluation framework and evaluation rubric appropriate to the teacher’s role;
2. Multiple sources of evidence of the teacher’s professional practice including, but not limited to:
3. Direct observation;
4. Indirect observation;
5. Artifacts; and
6. Data; and
7. 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 Director 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.

Notes:The language in this policy is intentionally very broad. We strongly advise that you don't try to insert a lot of process/procedure language in the policy and leave that to a separate "Procedures" document that lays out the specificity of how you are going to fully implement the TESS/LEADS requirements. For example, don't include such things as how many artifacts you will require; how many informal evaluations will be conducted; or the dates for when the summative evaluations will take place.

Districts with a waiver to employ unlicensed individuals as teachers or administrators should add the following sentence to Policy 8.2—CLASSIFIED PERSONNEL EVALUATIONS:

*Individuals employed under the District’s waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.*

**1** Include positions below the superintendent in this sentence only if you have such positions. Districts have the option of including those positions in the LEADS evaluation requirements as if they were a building level or district level leader. If you have such positions and choose to evaluate them under the LEADS Rules, delete them from the sentence and add them to the list of those who are included in the definition of building level or district level leaders.

**2** Enter the method by which you will determine who will be selected. Possible ways you could select would be from volunteers, RIF points (either highest to lowest or vice versa), alphabetically, or drawing names out of a hat. Since employees' continued employment will potentially ride on the evaluations, it is vital that your selection method be non-biased. Also, since all teachers and building level or district level leaders have to have a summative evaluation at least once every four (4) years, be sure to select at least a quarter (1/4) of your candidate pool.

**3** There is no requirement for you to place an individual who transfers into the district from another LEA into the rotation for a summative evaluation based on when their last summative evaluation took place. If you choose, you could require that all individuals who transfer into the district have a summative evaluation at the end of the year they transfer into the district regardless of when the individual’s most recent summative evaluation took place.

**3** In addition to the items listed in the policy, you may include peer observations and/or student feedback in the list of items to be looked at during the summative evaluation.

You have the option to allow a teacher’s work for National Board certification or renewal certification to be substituted for portions of the summative evaluation; If you choose to do so, add the following language:

*A teacher's work completed for the certification or renewal of a certification from the National Board for Professional Teaching Standards may be substituted for the whole or any part of the summative evaluation.*

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.

 A.C.A. § 11-3-204

DESE Rules Governing Educator Support and Development

Date Adopted: September 3, 2002

Last Revised: June 27, 2019

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

No person shall be employed in, or assigned to, a position which would require that he/she 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: September 3, 2002

Last Revised:

**3.4—LICENSED PERSONNEL REDUCTION IN FORCE**

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

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

If a RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee’s points as determined by the schedule contained in this policy. The teacher with the fewest points will not be recommended for renewal or will be terminated first. There is no right or implied right for any teacher to “bump” or displace any other teacher except when permitted by policy 8.301. It is each teacher’s individual responsibility to ensure their point totals are current in school files.

###### Points2

Volunteers who wish to terminate their positions will be accepted first. If there are no volunteers, the employee with the fewest points will be laid off first.

* Most recent summative evaluation rating (If the employee has not received a summative evaluation from the school, the district where the employee was employed prior to the School shall be contacted for the employee’s most recent summative evaluation:

4 points- Received a “highly effective” rating

3 points- Received a “effective” rating

* Holds a license along the teacher career continuum:

2 point- Lead Professional Educator license

3 points- Master Professional Educator License

* Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)

1 point – Master’s degree

2 points – Master’s degree plus thirty additional hours

3 points – Educational specialist degree

4 points – Doctoral degree

* National Board of Professional Teaching Standards certification – 3 points
* Additional academic content areas of endorsement as identified by the State Board—1 point per area
* Licensure for teaching in a State Board identified shortage area—2 points
* Multiple areas and/or grade levels of licensure as identified by the State Board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

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

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. “Full licensure” means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure1.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with a summative rating of “highly effective” shall be retained over an employee with a summative rating of only “effective”.
2. If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

##### RECALL4

There shall be no right of recall for any teachers.

Notes: In addition to this policy, districts are required to adopt a written plan for conducting a RIF that includes Staff positions that are to be eliminated and the performance and effectiveness metrics that will be used to determine retention of each position. Districts are required to submit a copy of the reduction in force plan to the Division of Elementary and Secondary Education eacch time it is updated.

 1 Individuals teaching under a waiver from licensure are actually classified employees. The language here is intended to clarify that an individual licensed in the area/grade(s) in question who would have otherwise been not renewed or terminated shall be retained over a classified employee teaching under a waiver even if it would result in “bumping” the classified employee. If you do not have a waiver authorizing individuals to teach without a license, you may choose to not include the language regarding the exception for policy 8.30 and on those individuals teaching under a waiver from licensure.

 2 The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you chould choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories. A.C.A. § 6-13-636 requires that “effectiveness” be the primary determining factor for retention of an employee and prohibits using seniority as the primary factor. In addition, A.C.A. § 6-17-2407 prohibits an employee’s seniority, an employee’s length of service with the school district, an employee’s total professional development hours, and the education level of an employee from factoring for more than fifty percent (50%) of the total criteria used by a district.

Legal Reference: A.C.A. § 6-13-636

A.C.A § 6-17-201

A.C.A. § 6-17-2407

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

**3.5— LICENSED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee’s contract for the following school year in which to return the contract, signed, to the office of the Director. The date of receipt of the contract shall be presumed to be the date of a cover memo1 that will be attached to the contract.

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

Note: Due to the repeal of the Teacher Fair Dismissal Act, this entire policy is now optional. We have retained it to act as an incentive to have employees timely return contracts for the next school year.

**1** The following language is offered as suggestive for the cover memo.

 Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a rejection of the offer of employment provided by the contract, and steps will immediately begin to fill that position for the next school-year.

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

**3.6—LICENSED PERSONNEL EMPLOYEE TRAINING**

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for school employees who are required to hold a current llicense issued by the State Board of Education as a condition of employment1 that:

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

All employees shall attend all local (PD) training sessions as directed by the Director.

As part of the School District Support Plan (SDSP), the school shall develop and implement a professional development plan (PDP) for its licensed employees. The school’s PDP shall, in part, align school resources to address the PD activities identified in the school-level iprovement plan (SLIP) and incorporate the licensed employee’s Professional Growth Plan (PGP). The PGP shall describe how the school’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 school shall evaluate the PD activities’ effectiveness in improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.**2** A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee’s PGP, but not to exceed sixty (60) total hours of PD.**3** 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 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, and school-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 DESE 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 SLIP.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the School, but is still aligned to the employee’s PGP, the employee’s school’s SLIP, or the District’s PDP. The School shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for School-scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The Director has the authority to require attendance at specific PD activities. Employees must receive advance approval from the Director 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 School or not pre-approved by the Director, shall not be credited toward fulfilling the required number of contract days for that employee.**4** 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 School that necessitate the employee work more than the number of days required by their contract.**5**

Teachers 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 Director.

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 Director. The School shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the School or an outside organization.

To the extent required by DESE 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 school's PDP or the employee’s school’s SLIP 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 fifth year thereafter, all School personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

Beginning in school-year 2023-24, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies at least one (1) time.

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 parent and family engagement strategiesand the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family 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 2023-24 school-year, teachers shall receive at least two (2) hours of PD in Arkansas History at least one (1) time. A teacher who provides instruction in Arkansas history may be required to receive additional hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Beginning with the 2018-2019 school year, the School shall provide professional development to teachers licensed:

* At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
* In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) or one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-24 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license that is directly related to literacy, or reading specialists in kindergarten through grade twelve (K-12) 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.

Beginning in the 2019-2020 school year, the School shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the School’s SLIPs.

Beginning in the 2023-24 school-year and every fourth year thereafter, All licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Beginning in the 2023-24 school-year and every fifth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

In addition to the mental health training otherwise required by this policy, all district employees shall receive mental health awareness training.

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 DESE Rule. Such training shall count toward the required annual hours of PD.

Starting in the 2024-25 school year and every two (2) years thereafter, principals, guidance counselors, teachers, and other relevant school personnel with direct contact and supervision of students shall receive seventy-five (75) minutes of training, in person or online, on the recognition of signs and symptoms of seizures and the appropriate steps for seizure first aid that is consistent with training programs and guidelines developed by the Eplilepsy Foundation of America. In addition, at least two (2) employees at each school shall receive training that is consistent with training programs and guidelines developed by the Eplilepsy Foundation of America to:

1. Administer or assist with the self-administration of:
* A seizure rescue medication or medication prescribed to treat seuzure disorder symptoms; and
* A manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet; and
1. Recognize the signs and symptoms of seizures and the appropriate steps to be taken to respond to those symptoms.

All licensed personnel shall receive two (2) hours of training related to compliance with the School’s antibullying policies, to include:

1. Bullying prevention
2. Recognition of the relationship between incidents of bullying and the risk of suicide; and
3. The licensed employee’s duties under the School’s antibullying policies

For the Director, 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 DESE’s Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

The Director shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.**6**

Teachers' PD shall meet the requirements prescribed under the Teacher Excellence 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**

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 DESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE 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 an undergraduate or graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.**8**

The School 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.

The Director as well as licensed personnel selected by the Director shall receive training on the appropriate use of restraint and seclusion in accordance with DESE’s Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A.§6-18-2409. The names of School staff who have received training on the use of physical restraint shall be provided to all School staff at least annually.

As part of the School’s implementation of the School’s positive behavioral support system. The Director as well as selected school personnel shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

Employees who are members of the School’s behavioral threat assessment team shall receivee basic and advanced behavioral threat assessment training through the Arkansas Center for School Safety of the Criminal Justice Institute or another organization or entity approved by the state board.

The School shall not require a school employee to complete or participate in implicit bias training, which is defined as a training or educational program designed to expose an individual to unconsciously or unitentionally possess that predispose the individual to be unfairly prejudiced in favor of or against a thing, person, or group to adjust the individual’s pattern of thinking in order to eliminate the individual’s unconscious or unintentional bias or prejudice. A School employee may leave a training that the employee is attending if the employee determines that the training addresses implicit biases. The School shall not take adverse employment action against an employee for the employee’s failure or refusal to complete or participate in implicit bias training.

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, DESE 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 ADESE
* 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 and family engagement/academic planning and scholarship;
* Building a collaborative learning community;
* Student health and wellness; and
* The Code of Ethics for Arkansas Educators.

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

* School Fire Marshall program (A.C.A. § 6-10-110);
* Tornado safety drills (A.C.A. § 6-10-121);
* Statewide student assessments (A.C.A. § 6-15-2912);
* Test security and confidentiality (A.C.A. § 6-15-2907);
* Emergency plans and emergency communication method with law enforcement (A.C.A. § 6-15-1302);
* TESS (A.C.A. § 6-17-2806);
* Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
* Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
* Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
* Annual lockdown drills (6-15-1303).**9**

Notes: There are special rules that apply to part time employees who teach adults or are high school equivelancy Test examiners. Since such employees apply to very few districts, they are not included in this policy. PD for such employees is covered under 7.04 of the rules and A.C.A. § 6-17-706.

**1** If you have individuals employed as unlicensed teachers or administrators under a waiver, add “or are an unlicensed employee teaching under a waiver of licensure”.

**2** The new rules make July 1 through June 30 the default. Districts using those dates no longer need documentation of its choice. Districts can still choose June 1 through May 30, but that choice would have to be documented. The documentation may be noted by the selection chosen for this policy and also in District’s PDP required by A.C.A. § 6-17-704(c)(1).

**3** A.C.A. § 6-17-2402(1) defines a "basic contract" as a teacher employment contract for 190 days that includes no less than six (6) days of PD. Based on that, the new rules establish separate requirements for 190 day contract employees and all other licensed employees. Under the rules, ONLY 190 day contract employees on a "basic teacher contract" are required to receive 60 hours of PD annually. ~~.~~ When calculated with the one hundred seventy-eight (178) mandatory student contact days and the two (2) parent-teacher conference days, this means there are four (4) days unassigned in the basic contract. Districts may use these days as additional student contact days, parent-teacher conferences, for classroom setup, or PD. The use for the days may vary from school to school or even from licensed employee to licensed employee, though days used for additional student contact days should be uniform throughout the district and staff. The use of the four (4) days may be assigned on the school calendar or otherwise accounted for in policy. If districts require employees to use those four (4) days for something other than PD but require the licensed employee to receive more than thirty-six (36) hours of PD, then the district must pay the employee for the additional hours of district mandated PD as set forth in footnote 5. A.C.A. § 6-17-2402(1)(A)(ii) prohibits a district from requiring a teacher to receive more than ten (10) days of PD per contract year.

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

**5** There is confusion surrounding districts requiring more than the required PD and employees who get more than their required hours, but do so of their own choosing. A.C.A. § 6-17-807(a) requires districts to pay a teacher their daily rate of pay for days worked in excess of the number in their contract. Each 6 hours of PD equal one day worked. Teachers who are required/requested to attend 6 more hours than would total the number of days in the employee’s contract have worked an extra day of their contract. This can be addressed by giving the employees a flex PD day off or paying them their daily rate of pay for the extra day worked. Teachers who are so dedicated that, on their own, they get more than their required PD hours do not get credit for a day worked for each 6 hours of excess PD.

**6** This requirement tracks the language in model policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION and is based on A.C.A. § 6-15-202(f)(50). A corollary point to this policy's sentence is to make the hiring of any new administrator who will be responsible for conducting TESS summative evaluations contingent upon the new hire's successful credentialing for TESS evaluations. We suggest calling the ASBA  staff attorney for language, including required completion dates and employment consequences,  for both the hiring motion, and to include on the contract, where it should remain until TESS credentials are successfully obtained.

**7** This is required by A.C.A. § 6-41-608. There is no statutory clarification regarding required hours of training, but teachers will need to be credited toward the required hours of PD for time spent fulfilling the requirement. A.C.A. § 6-41-609 and 1.02.2.2 of the emergency PD Rules delegate future dyslexia training to Higher Education.

**8** We suggest reading A.C.A. § 6-15-1004(c) and Section 4 of the PD Rules. Both permit the district to require additional hours; however, if you choose to do so and the employee's required PD would total more hours than the number of contract days provided for in the employee’s contract, then, the employee is due his/her daily rate of pay for the excess hours. See footnote #5.

**9** Districts are required to annually provide active shooter drill and school safety assessment training for all of its employees and, to the extent practicable, students, in collaboration with local law enforcement, fire, and emergency management personnel. Since this is statutorily required training (PD), employees get to count it toward their annual required hours.

Cross-References: 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

4.37—EMERGENCY DRILLS

4.60-STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT

5.2 – PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References: Standards for Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2

DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Educational Support and

Accountability Act

DESE Rules Governing school-based Automated External Defibrillator (AED) devices and Cardiopumonary Resuscitation (CPR) programs in Arkansas Public Schools

DESE Rules Governing the Arkansas Financial Accounting and

Reporting System and Annual Training Requirements

DESE Rules Governing Student Special Needs Funding

DESE Advisory Guidelines for the Use of Student Restraints in Public

School or Educational Settings

A.C.A. § 6-10-121

A.C.A. § 6-10-122

A.C.A. § 6-10-123

A.C.A. § 6-15-1004(c)

A.C.A. § 6-15-1302

A.C.A. § 6-15-1303

A.C.A. § 6-15-1703

A.C.A. § 6-15-2907

A.C.A. § 6-15-2911

A.C.A. § 6-15-2912

A.C.A. § 6-15-2913

A.C.A. § 6-15-2914

A.C.A. § 6-15-2916

A.C.A. § 6-16-1203

A.C.A. § 6-17-124

A.C.A. § 6-17-429

A.C.A. § 6-17-703

A.C.A. § 6-17-704

A.C.A. § 6-17-708

A.C.A. § 6-17-709

A.C.A. § 6-17-710

A.C.A. § 6-17-711

A.C.A. § 6-17-2806

A.C.A. § 6-17-2808

A.C.A. § 6-18-502(f)

A.C.A. § 6-18-514(f)

A.C.A. § 6-18-708

A.C.A. §6-18-720

A.C.A. § 6-18-2004

A.C.A. § 6-20-2404

A.C.A. § 6-20-2408

A.C.A. § 6-20-2409

A.C.A. § 6-20-2204

A.C.A. § 6-20-2303 (16)

A.C.A. § 6-41-608

A.C.A. § 6-61-133

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

**3.7— LICENSED PERSONNEL BUS DRIVER DRUG TESTING**

**Definitions**

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“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 School; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.**1**

**Scope of Policy**

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

1. The employee shall possess a current driver’s license authorizing the individual to operate the size school bus the individual is being hired to drive**2**;
2. Have undergone a physical examination, which shall include a drug test,**3** by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.**4**

Each person’s initial employment for a job entailing a safety-sensitive function is conditioned upon:

* The school receiving a negative drug test result for that employee;**5**
* The employee submitting an electronic authorization through the Clearinghouse for the School to run a full query of the employee’s information in the Clearinghouse; and
* The employee’s signing a written authorization for the School to request information from:
* The Database;**6** and
* Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee’s application.

All employees who perform safety-sensitive functions shall annually**7** submit a written authorization for the School to conduct a limited query of the employee’s information from the Clearinghouse. The School shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the School’s limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the School shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the School is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the School to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the School conducts the full query and the results confirm that the employee’s Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

**Methods of Testing**

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

**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**

1. 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;
2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
4. 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;
5. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
6. 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 knowledge of the driver’s job responsibilities, 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;
7. 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.**8**

**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 or electronically authorize 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.**9**

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 Director 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 twenty-four (24) hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (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.

**Reporting Requirements**

The School shall report the following information about an employee who performs safety-sensative functions to the Clearinghouse by the close of the third (3rd) business day following the date the School obtained the information:**10**

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimine, the School shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The School shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the School obtains actual knowledge of:**11**

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

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

You are required to give drivers a copy of the procedures that will be used in the testing for drugs and alcohol. If you are following your own policy in this regard, give your drivers a copy of that policy; if you’re using a drug testing company to administer the tests, give your drivers a copy of the test administration procedures.

You are required to provide your drivers the name of the person you have designated to answer your drivers’ questions about the materials you give them regarding drug and alcohol testing.

You are also required to give your employees “information pertaining to the effects of alcohol and controlled substance use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver’s or a co-worker’s); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.”

Give a copy of this policy to your drivers.

Have your drivers sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.

**1** Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

**2** The level of driver’s license the employee is required to have is determined by the seating capacity or weight of the vehicle. There are vehicles that meet the definition of a school bus but do not require that the employee hold a commercial driver’s license in order to operate the vehicle; however, any school bus that meets one of the following must be driven by an individual with a commercial driver’s license:

1. Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
2. Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
3. Small Vehicle (Group C) that does not meet Group A or B requirements but that either:
* Is designed to transport 16 or more passengers, including the driver; or
* Is of any size and is used in the transportation of hazardous materials.

**3** You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

**4** A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have valid proof of in service training certification.

**5** While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

**6** While the provisions for fines contained in A.C.A. § 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two years prior to the date of the employee’s application.

**7** You may choose to have an employee submit a written authorization that is valid for a specific number of years instead of on an annual basis.

**8** Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

**9** The drivers covered under this policy are those who are required to have a teaching license as a prerequisite for their job. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under the Classified Policy 8.4 and may be dealt with given the specific provisions of their employment.

ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

**10** When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

1. The reason for the test;
2. Employee’s name, date of birth, and CDL number and State of issuance;
3. District name, address, and USDOT number;
4. Date of the test;
5. Date the result was reported; and
6. Test result, which must be one of the following:
* Negative, which is only required for return-to-duty tests;
* Positive; or
* Refusal to take a test, which shall include the following additional documentation for an employee’s refusal to take a test due to the employee’s failure to appear for the test:
* Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
* Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
* Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a employee performing safety-sensitive functions when the reported refusal occurred (if applicable); and
1. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

**11** When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

1. Employee’s name, date of birth, CDL number and State of issuance;
2. District name, address, and USDOT number;
3. Date the District obtained actual knowledge of the violation;
4. Witnesses to the violation, if any, including contact information;
5. Description of the violation;
6. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
* Affidavits;
* Photographs;
* Video or audio recordings;
* Employee statements unless the admission is made in conformity with the District’s written employer voluntary self-identification program or policy;
* Correspondence; or
* Other documentation; and
1. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

Legal References: A.C.A. § 6-19-108

A.C.A. § 6-19-119

A.C.A. 27-23-105

A.C.A. § 27-23-201 et seq.

A.C.A. § 27-51-1504

49 C.F.R. § part 40

49 C.F.R. § 382.101 – 605

49 C.F.R. § 382.701 et seq.

49 C.F.R. § 383.5

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: September 3, 2002

Last Revised: June 28, 2021

**3.8—LICENSED PERSONNEL SICK LEAVE**

**Definitions**

1. “Employee” is a full-time employee of the School.
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 Director 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 twelve (12) days in a contract year for an employee and that is not excused pursuant to: School policy; 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 10% of the employee’s contract length and that is not excused pursuant to: District policy; 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, which leave is granted at the rate of one day of sick leave per contracted month or major part thereof.
6. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.**1**
7. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

**Sick Leave**

The Director has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the Director.

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. Except for bonding time, documentation shall be provided by the employee upon request.**2**

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above. The leave may be taken in increments of no less than one-fourth (1/4) hour.

At the discretion of the Director, the school may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the Director for the expenses to be covered by the school.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Director 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.

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 Director shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on school operations or student services.

Employees, upon termination of their employment contract with IACS and accepting employment in another school district in this state, education service cooperative, state education agency or two-year college, may transfer any unused sick leave accumulated by the employee, but not to exceed 90 days.

Payment for unused sick leave shall be made from the salary fund of the school at the rate of one-half (1/2) of the calculated daily rate of the employee.

**Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, and Workers Comp) 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-school job while taking School sick leave for personal or family illness or accident, or Workers Comp shall be subject to discipline up to and including termination.

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

**1** A.C.A. § 6-17-1206(b)(2) requires that leave transferred from prior public school employment be used first. In addition, 1206(b)(3) requires that the leave, if any remains be included in the total count of accumulated sick leave if the district pays out unused sick leave upon retirement.

 **2** This paragraph is optional. Leave for adoption is protected by FMLA, but FMLA leave is unpaid unless otherwise provided for in policy. By including this paragraph, you would allow the employee to receive sick leave pay for the days missed during the adoption process. If you choose to include it,

select the number of days of sick leave an employee may use annually for the adoption/bonding process (15 is not a required number of days).

**3**As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has accumulated sick leave. Other leave taken under FMLA is not eligible for sick leave and therefore the FMLA leave is unpaid except to the extent vacation and/or personal leave is available to the employee. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your district’s policy on sick leave.  For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in 6-17-1202), and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth.  Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used.  While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available.  However, if your District has a much more liberal definition of sick leave in District policy, the results could be entirely different. For example, if your district has included an extremely liberal position of “paid time off” in this policy with no reference to personal or family illness required, then bonding time could be compensated. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE when making the determination of what sick leave qualifies under both policies. It may also be helpful to consult 29 CFR 825.113, 114, and 115 which are available by calling the ASBA office.

Cross Reference: 3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

 3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE 3.44—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: September 3, 2002

Last Revised: January 31, 2017

**3.9--LICENSED PERSONNEL SICK LEAVE BANK**

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.

The Director shall appoint a Sick Leave Bank Committee. That committee shall consist of three (3) members: two (2) teachers and the Director.

The terms of the committee shall be for three years with one member being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

**Withdrawals**

The Committee may grant sick leave up to 10 days per contract year, if available in the sick leave bank, for personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers’ Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave.1

Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.

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

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

**Spousal Donations**

School employees who are a legally married couple are eligible to utilize each other’s sick leave. Written permission must be received for each day of donated sick leave. If the employees are paid at different rates of pay, the lesser rate of pay shall be used for the purpose of the donated sick leave days.1

**Notes:** This policy is similar to Policy 8.6. If you change this policy, please review policy 8.6

at the same time to ensure applicable consistency between the two.

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

* Can you afford it? Where are the sick leave days going to come from? Some districts give a sick leave committee the freedom to simply manufacture unearned sick leave days to distribute to applicants. Others take the more conservative route of requiring employees to donate earned days for redistribution. The most conservative route of all is to only allow donors to the bank to apply for a sick leave award, to strictly limit the number of days and/or the number of times any individual can request an award, or only permitting direct donation (individual to individual).
* Our policy does not mix licensed and classified sick leave days, due to the value discrepancy. A $75 classified day could end up costing the district a $300 daily salary rate as well as the cost of the substitute, (transferring from a lower paying classified employee to a higher-paid teacher) and the difference would be absorbed by the school district. If you chose to merge sick leave banks, and have only one for all employees, please be mindful of this financial consideration. See footnote #2.
* What will the effect be on instruction, and on your substitute costs? *Any* liberalization of sick leave results in more sick leave being used; the more liberal the policy or the more generous the sick leave pool or bank, the greater the demand for supplementary sick leave and the more days will be missed from work. A sick leave pool or bank takes a sick leave day away from someone who is highly unlikely to use it and transfers it to someone who is 100% likely to use it. Every teacher absence is a day of low or no student instruction.
* Sick leave, and a sick leave pool or bank was never intended to be a substitute for disability insurance in the event of a serious or long term illness. It simply cannot supply the long term income needs of persons who have become disabled and are unable to continue to work. Employees should be encouraged to consider purchasing supplemental disability insurance rather than rely on the pool or bank for such purposes. Districts may wish to consider adding this as a fringe benefit if the district’s financial condition permits.
* Some districts use a sick leave pool or bank like the appointed committee suggests in the model policy; others simply use the existing Personnel Policies Committee rather than have to create an additional committee. Other districts have reported that committee members themselves dislike and are uncomfortable with the committee structure, and have asked for policy changes, giving the responsibility for administering sick leave bank requests to the superintendent or to another central office administrator. The decision-maker issue is something to consider carefully.

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

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: September 3, 2002

Last Revised: April 26, 2016

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

Personal Leave

For the school to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The school acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2)1days of personal leave per contract year.

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

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

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

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

Any employee desiring to take personal leave may do so by making a written request to the Director at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four hour requirement may be waived by the Director when the Director deems it appropriate. Depending upon the availability of substitutes and the number of people absent on that particular day, the request for personal leave may be denied.

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

Personal leave that is not used at the end of a contract year may be transferred to sick leave at the employee’s request.3

Personal leave may not be taken the day before or the day after a holiday.4

**Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school employee is subpoenaed for a matter arising out of the employee’s employment with the school. Any employee seeking professional leave must make a written request to the Director, setting forth the information necessary for the Director to make an informed decision. Budgeting concerns and the potential benefit for the school’s students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the school shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the school for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the school.5

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

Please note that the provisions of A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children’s school educational activities, do **NOT** apply to public school employees.

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

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

**3** This sentence is optional.

**4** This sentence is optional.

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: September 3, 2002

Last Revised: April 26, 2016

3.12— LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

While Levels 1 and 2 place no restrictions prohibiting the individual’s presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW) and it is the responsibility of school staff to know and understand the policy and, to the extent requested, aid the Director 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 school 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**

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

**1** For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student’s classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

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

Legal Reference: A.C.A. § 5-14-132

A.C.A. § 12-12-913 (g) (2)

Division of Elementary and SecondaryEducation Guidelines for

“Megan’s Law”

Date Adopted: May 15, 2007

Last Revised: June 27, 2019

**3.13—LICENSED PERSONNEL - PUBLIC OFFICE**

An employee of the school 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) shall not be discharged or demoted as a result of such service.

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

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

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

Note: This policy is similar to Policy 8.9. If you change this policy, review 8.9 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-17-115

Date Adopted: September 3, 2002

Last Revised: April 26, 2016

**3.14— LICENSED PERSONNEL - JURY DUTY**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the school through the Director.

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

Employees shall receive their regular pay from the school while serving jury duty, and shall reimburse the school from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.1

**Note:** **1** This sentence is totally optional. Please note that public employees are exempt by law from jury duty recovery fees. Since school employees are not state employees, the law does not apply, but you may be asked about it by an employee.

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: September 3, 2002

Last Revised: April 20, 2004

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

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: September 3, 2002

Last Revised: April 20, 2004

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

Pre-kindergarten 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 school at the school’s cost to take advantage of the school’s bulk buying power. To do so, teachers shall complete and have approved by the Director a purchase order for supplies that 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.

Reimbursement requests must be submitted during the school year they were purchased.

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

Notes: Each district is required to annually provide a statement to the State Board of Education attesting to compliance with the statute covered by this policy.

**1** Insert the title or position of the person responsible for approving supply purchase orders.

**2** and **3** Fill in the amount your district will use to trigger reimbursement. You could also add a provision that the amount would be paid at least every X number of days, weeks, or months regardless of the amount due the teacher.

**4** This is optional and could be omitted or used in conjunction with **2** and **3** above.

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

Date Adopted: June 17, 2003

Last Revised: February 3, 2015

3.17—LICENSED PERSONNEL CODE OF CONDUCT

**Definitions**

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

* Making sexual propositions or pressuring for sexual activities;
* Sexual grooming;
* 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, ranking, or assessing students or other employees as to:
* Physical attractiveness;
* Sexual activity or performance; or
* Sexual preference;
* Circulating or showing e-mails or Web sites of a sexual nature;
* Intimidation by words, actions, insults, or name calling; and
* 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 or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in School employees, the duty of care School employees have towards their charges, and the need for School employees to model appropriate behavior for their charges, the School has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee’s contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Note: This policy is similar to Policy 8.45. If you change this policy, review Policy 8.45 at the same time to ensure applicable consistency between the two.

Legal References: A.C.A. § 6-17-301

A.C.A. § 6-17-410

A.C.A. § 6-17-411

DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: February 28, 2022

Last Revised: June 29, 2023

**3.18— LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

The Director shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

When a licensed employee is additionally employed by the School in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the School dictate otherwise.**1** If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the Director as far in advance as is practicable. The Director shall verify the existence of the conflict. The Director shall determine the needs of the School on a case-by-case basis and rule accordingly. The Director's decision is final with no appeal to the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

**Sick Leave and Outside Employment**

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp) 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-School job while taking School sick leave for personal or family illness or accident or Workers Comp shall be subject to discipline up to and including termination.

Notes This policy is similar to Policy 8.12. If you change this policy, review 8.12 at the same time to ensure applicable consistency between the two.

**1** If, for example, the conflict is between a teacher's supplemental contract as a bus driver and a licensed personnel staff meeting, if the district cannot find a substitute bus driver on that particular day, the bus route may need to trump attendance at the staff meeting.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND

WORKERS’ COMPENSATION

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

Date Adopted: September 3, 2002

Last Revised: March 18, 2014

**3.19—LICENSED PERSONNEL EMPLOYMENT**

All prospective employees must fill out an application form provided by the school, in addition to any resume provided, all of the information providedis 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.

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.1

All teachers who begin employment in the 2023-2024 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 Director may make a recommendation to the Board that an individual be hired by the School, the Diector 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 School; this prohibition includes employment as a substitute teacher, whether directly employed by the School or providing substitute teaching services under contract with an outside entity.

The Director shall create procedures establishing the process the Director will use before making any decisions regarding the hiring or placement of a principal to consult with teachers employed at the school where the principal would be assigned.2

If the Director finds probable cause that an employee has engaged in sexual misconduct with a minor, then the Director or Director’s designee shall not provide a favorable recommendation of employment on behalf of the employee.

The School 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.2

Inquiries on non discrimination may be directed to the Director**4**, who may be reached at Imboden Area Charter School, PO Box 297, Imboden, AR 72434, (870) 869-3015.**5**

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual’s own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit; [https://www2.ed.gov/about/offices/list/ocr/complaintintro.html;](https://www2.ed.gov/about/offices/list/ocr/complaintintro.html;%20) for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law**6**, the School 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;
3. a deceased veteran’s spouse who is unmarried throughout the hiring process.

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

1. 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
2. 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 veterans 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.

Notes: This policy is similar to Policy 8.13. If you change this policy, review 8.13 at the same time to ensure applicable consistency between the two.

 A.C.A. §6-16-1507 requires that earning a high school diploma through the passage of a nationally recognized high school equivalency exam, such as the GED test, be treated the same as the receipt of a high school diploma from an accredited Arkansas secondary school for purposes of employment by a political subdivision of the State of Arkansas, which includes school districts.

**1** A.C.A. § 6-17-411 allows an individual who fails the criminal background check or has a true finding on the Child Maltreatment Central Registry to be employed by a district if the State Board grants a waiver. A.C.A. § 6-17-410 provides that the State Board must receive a written request for a hearing for a waiver within thirty (30) days from when notice of the individual’s denial, nonrenewal, or revocation is received. Either the school board or the individual seeking employment may request the hearing for a waiver.

A waiver from the State Board for an individual to get a license counts as a waiver for the same offense when hiring.

2 A.C.A. §6-13-636 does not set forth a specific method that must be used to receive feedback from teachers. A couple options are:

* Having teachers on the hiring committee used when selecting a principal; or
* Sending a survey to teachers at the school where the principal would be assigned.

**3** A copy of the non discrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

**4** Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

**5** Insert the office address, ~~and~~ phone number, and email address to be used to contact the designated position. If you have more than one position designated as set forth in footnote 3, you will need to include a contact number, email address, and office address for each position. The contact number and office address may be the school/district address and phone number. We recommend making the email address specific to the position, such as titleix@districtdomain.org, and having the emails sent to the coordinator’s inbox to prevent having to amend the policy due to staff changes.

While 34 C.F.R. § 106.8 requires that an individual be able to submit a report, including by telephone, both inside and outside of business hours, we do not believe that this requires that the Title IX Coordinator must be on-call to receive phone calls at any time; instead, the number provided for individuals to use must allow individuals wanting to report sexual discrimination or sexual harassment to the Title IX Coordinator to be able to leave a voice message for the Title IX Coordinator.

**6** A.C.A. § 21-3-301 et seq., includes public schools in the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, and in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References: Division of Elementary and Secondary Education Rules Governing

Background Checks

A.C.A. § 6-13-636

A.C.A. § 6-16-1507

A.C.A. § 6-17-301

A.C.A. § 6-17-407

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. § 106.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

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

Employees shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the employee seeks reimbursement has been received from the Director and that the teacher’s attendance/travel was at the request of the school.

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

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

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

Cross Reference: Policy #7.12 – EXPENSE REIMBURSEMENT

Date Adopted: September 3, 2002

Last Revised: April 26, 2012

**3.21— LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by the school, including school buses owned or leased by the school, 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-pips, or under any other name or descriptor.

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

Notes: This policy is similar to policy 8.15. If you change this policy, review Policy 8.15 at the same time to ensure applicable consistency between the two.

The statute requires posting the statute "…in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"

This model policy tracks the state law referenced below. It is not required to be in District policies, but it could be useful in informing employees of the statutory prohibition on all tobacco use.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: September 3, 2002

Last Revised: March 2, 2020

**3.22—DRESS OF LICENSED PERSONNEL**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. No jeans or shorts are allowed with the exception of certain activities and field trips, when arrangements are made with the Director. Appropriateness of dress will be determined by the Director.

Date Adopted: September 3, 2002

Last Revised:

**3.23— LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Note: This policy is similar to Policy 8.17. If you change this policy, review 8.17 at the same time to ensure applicable consistency between the two.

Legal References: A.C.A. § 6-16-122

A.C.A. § 7-1-103

A.C.A. § 7-1-111

Date Adopted: September 3, 2002

Last Revised: March 2, 2020

**3.24— LICENSED PERSONNEL DEBTS**

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

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

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

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

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

**Note:** This policy is similar to Policy 8.18. If you change this policy, review 8.18 at the same time to ensure applicable consistency between the two.

Date Adopted: September 3, 2002

Last Revised: March 26, 2013

**3.25— LICENSED PERSONNEL GRIEVANCES**

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

**Definitions**

“Employee” means any person employed under a written contract by this school.

“Grievance” means a claim or concern raised by an individual employee of this school related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. 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 the Director 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” means a grievance that may be filed as a group if it meets all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

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

**Process**

Level One: An employee who believes that he/she has a grievance shall inform the Assistant Director that the employee has a potential grievance. Except for a grievance concerning back pay, the employee must inform the Assistant Director of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The Assistant Director shall schedule a conference with the employee to hear the informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 Assistant Director, 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 (5) working days of the discussion with the Assistant Director, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to the Assistant Director. The Assistant Director will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form that he/she will submit to the Director.

Level Two: Upon receipt of a Level Two Grievance Form, the Director will have ten (10) working days to schedule a conference with the employee filing the grievance. The Director 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 Director will have ten (10) 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 Director may appeal the Director’s decision to the Board of Directors within five (5) working days of his/her receipt of the Director’s written response by submitting a written request for a board hearing to the Director. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the Director’s written 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. Based on a review of the Level Two Grievance Form and the Director’s reply, the board shall:

1. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
2. For a grievance that is filed as a group grievance, review the composition of the group and either:
* Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
* Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy’s definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee’s supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy’s definition of a group grievance. If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee’s immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student’s testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

**Records**

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

**Reprisals**

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

**Note:**This policy is similar to Policy 8.19. If you change this policy, review 8.19 at the same time to ensure applicable consistency between the two.

**\***It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, subjects that may be grieved, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be a subject that may be grieved and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually a subject that may be grieved by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the “Appeal to the Board of Directors” section.

**2** It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: September 3, 2002

Last Revised: June 29, 2023

**3.25F - LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM**

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

Date submitted to Assistant Director: \_\_\_\_\_\_\_\_\_\_\_\_

Personnel Policy grievance is based upon: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Assistant Director’s Response

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Date submitted to Director: \_\_\_\_\_\_\_\_\_\_\_\_

Date Adopted: September 3, 2002

Last Revised: June 17, 2003

**3.26— LICENSED PERSONNEL SEXUAL HARASSMENT**

The Imboden Area Charter 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 School believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the School 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 School’s written procedures governing the formal complaint grievance process;**1**
* The process for submitting a formal complaint 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 supports that are available to individuals suffering sexual harassment; and
* The potential discipline for perpetrating sexual harassment.

**Definitions**

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the School exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A School employee:
2. Conditions the provision of an aid, benefit, or service of the School on an individual’s participation in unwelcome sexual conduct;**2** or
3. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;**2**
4. The conduct is:
5. Unwelcome; and
6. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School’s education program or activity; or
7. Constitutes:
8. Sexual assault;
9. Dating violence
10. Domestic violence; or
11. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the School’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the School’s educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 or employees 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 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 or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the School staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the School staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another School staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

* Discuss the availability of supportive measures;
* Consider the complainant’s wishes with respect to supportive measures;
* Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
* explain to the complainant the process for filing a formal complaint.

**Supportive Measures**

The School shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the School’s education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The School shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall make available individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the School’s offer of supportive measures may request supportive measures at a later time and the School shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

**Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a School shall simultaneously provide the following written notice to the parties who are known:

* Notice of the School’s grievance process and a copy of the procedures governing the grievance process;
* Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
* The identities of the parties involved in the incident, if known;
* The conduct allegedly constituting sexual harassment; and
* The date and location of the alleged incident, if known;
* A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
* That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
* That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
* That the School’s personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the School shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The School may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the School has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a School shall:

* Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties;
* Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the School obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
* Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
* Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
* Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
* Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
* Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
* Whether obtained from a party or other source,;
* The School does not intend to rely upon in reaching a determination regarding responsibility; and
* That is either Inculpatory or exculpatory; and
* Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)**3** days prior to completion of the investigative report, the School shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)**3** days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

* Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
* Provide each party with the answers;
* Allow for additional, limited follow-up questions from each party; and
* Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
3. Any notifications to the parties;
4. Interviews with parties and witnesses;
5. site visits;
6. Methods used to gather other evidence,; and
7. Hearings held;
8. Findings of fact supporting the determination;
9. Conclusions regarding the application of the School’s personnel policies or code of conduct to the facts;
10. A statement of, and rationale for, the result as to each allegation, including:
11. A determination regarding responsibility;
12. Any disciplinary sanctions imposed on the respondent; and
13. Whether remedies designed to restore or preserve equal access to the School’s education program or activity will be provided by the School to the complainant; and
14. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

* If an appeal is not filed, the day after the period for an appeal to be filed expires; or
* If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The School shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the School’s education program or activity; or did not occur against a person in the United States, then the School shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the School’s personnel policies or code of conduct.

The School may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

* The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
* The respondent is no longer enrolled at the School; or
* Specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the School shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The School may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

**Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

1. The existence of a procedural irregularity that affected the outcome of the matter;
2. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
4. An appeal of the disciplinary sanctions from the initial determination.**4**

For all appeals, the School shall:

1. Notify the other party in writing when an appeal is filed;
2. Simultaneously Provide all parties a written copy of the School’s procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker**5** for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

**Confidentiality**

Reports of sexual harassment, both informal reports and formal 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 School’s investigation and determination of responsibility to the extent necessary to complete the School’s grievance process;
* Submit a report to the child maltreatment hotline;
* Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
* The extent necessary to provide either party due process during the grievance process.**5**

Except as listed above, the School shall keep confidential the identity of:

* Any individual who has made a report or complaint of sex discrimination;
* Any individual who has made a report or filed a formal complaint of sexual harassment;
* Any complainant;
* Any individual who has been reported to be the perpetrator of sex discrimination;
* Any respondent; and
* Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the School to provide the supportive measures.

**Administrative Leave6**

The School may place a non-student employee respondent on administrative leave during the pendency of the School’s grievance process.

**Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The School 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 School officials, students, or third parties.

**Disciplinary Sanctions**

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 the completion of the School’s grievance process, any employee who is found by the evidence to more likely than not**7** have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

**Records**

The School shall maintain the following records for a minimum of seven (7) years:

* Each sexual harassment investigation including:
* Any determination regarding responsibility;
* any disciplinary sanctions imposed on the respondent;
* Any remedies provided to the complainant designed to restore or preserve equal access to the School’s education program or activity;
* Any appeal and the result therefrom;
* All materials used to train Title IX Coordinators, investigators, and decision-makers;
* Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
* The basis for the School’s conclusion that its response was not deliberately indifferent; and
* Document:
* If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the School’s education program or activity; or
* If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: **1** 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

* Direct that complainants and respondents shall be treated equitably by:
* Offering supportive measures to the complainant;
* Completing the District’s grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
* Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District’s education program or activity, which may include the same individualized supportive measures;
* Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
* Provide that credibility determinations may not be based on a person’s status as a complainant, respondent, or witness;
* Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
* Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
* The definition of sexual harassment;
* The scope of the District’s education program or activity;
* How to conduct an investigation and the grievance process, including appeals;
* How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
* Issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant; and
* Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
* Provide the District webpage where the materials used to train the District’s Title IX Coordinators, investigators, and decision-makers is located;
* Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
* Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;**3**
* A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
* The absence of a party, a party’s advisor, or a witness;
* Concurrent law enforcement activity; or
* The need for language assistance or accommodation of disabilities;
* Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
* State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;**7**
* Include the procedures and permissible bases for the complainant and respondent to appeal;
* Describe the range of supportive measures available to complainants and respondents; and
* Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

**2** While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be “unwelcome” in this policy, we have removed the word “unwelcome” from the student policy as A.C.A § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

**3** The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

**4** As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to “modify the prescribed penalties for a student on a case-by-case basis”, we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker’s disciplinary sanctions.

**5** While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

**6** The language here does not change an individual’s rights under the IDEA, Section 504, or the ADA.

**7** We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References: 3.19—LICENSED PERSONNEL EMPLOYMENT

4.27—STUDENT SEXUAL HARASSMENT

5.20—DISTRICT WEBSITE

7.15—RECORD RETENTION AND DESTRUCTION

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: 20 USC 1681 et seq.

34 C.F.R. Part 106

A.C.A. § 6-15-1005

A.C.A. § 6-18-502

A.C.A. § 12-18-102

Date Adopted: September 3, 2002

Last Revised: February 28, 2022

**3.27— LICENSED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: September 3, 2002

Last Revised:

**3.28— LICENSED PERSONNEL COMPUTER USE POLICY**

The Imboden Area Charter School 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 School 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 school’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 to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The Director may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.No software may be loaded onto school computers without prior approval of the Director.

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

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

Legal References: Children’s Internet Protection Act; PL 106-554

 20 USC 6777

 47 USC 254(h)

 A.C.A. § 6-21-107

 A.C.A. § 6-21-111

Date Adopted: September 3, 2002

Last Revised: January 31, 2017

**3.28F— LICENSED PERSONNEL INTERNET USE AGREEMENT**

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

The Imboden Area Charter School agrees to allow the employee identified above (“Employee”) to use the school’s technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Employee’s use of the school’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 school’s Internet access he/she will obey all federal and laws and regulations and all state laws and rules. 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 school’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 School’s access to the Internet” includes, but is not limited to, the following:

1. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards
2. 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 school 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 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 school’s Internet Access to unauthorized individuals;

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 school.

u. making unauthorized copies of computer software

v. personal use of computers during instructional time

w. installing software on school computers without prior approval of the Director

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the school’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 school’s access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the school may monitor the Employee’s use of the school’s Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_

Date

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

Date Adopted: September 3, 2002

Last Revised: June 27, 2019

**3.29— LICENSED PERSONNEL SCHOOL CALENDAR**

The Director shall present to the Board of Directors a school calendar which shall be approved by the board. The Director, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

The School 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 Imboden Area Charter School shall operate by the following calendar:

# July 31 Teacher Inservice Begins

# August 14 School Begins

# September 4 Labor Day – No School

October 13 End of First Quarter

October 18 Parent/Teacher Conferences

November 22-24 Thanksgiving Break – No School

December 15 End of Second Quarter

December 18 – January 2 Christmas Break – No School

January 3 School Resumes

January 15 MLK Day – No School

February 19 President’s Day – No School

March 8 End of Third Quarter

March 13 Parent/Teacher Conferences

March 18- 22 Spring Break

March 29 Good Friday – No School

May 22 Awards/Graduation

May 23 Last Day of School/Family Picnic

Bad weather days in calendar: Jan 15

 Feb 19

 March 29

 May 24

 May 25

Note: A.C.A. § 6-17-201 requires that personnel policies include the annual calendar, holidays and non-instructional days, and designation of workdays. While we feel that this phrasing is redundant, to be in compliance with the Astatute be sure that the calendar spells out which days are holidays, non-instructional days, and work days.

Legal Reference: A.C.A. § 6-15-2907(f)

A.C.A. § 6-17-201

DESE Rules Governing the Arkansas Educational Support and

Accountability Act

Date Adopted: June 17, 2003

Last Revised: June 29, 2023

**3.30—PARENT-TEACHER COMMUNICATION**

The school 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**1**. 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**2**, notice of, and the reasons for retention shall be communicated promptly in a personal conference.

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

**2** Course credit has been added to align with language in policy 4.55—STUDENT PROMOTION AND RETENTION.

Legal Reference: Standards For Accreditation 5-A.1

A.C.A. § 6-15- 1702(b)(3)(B)(ii)

Date Adopted: February 22, 2005

Last Revised: August 7, 2018

**3.31—DRUG FREE WORKPLACE – LICENSED PERSONNEL**

The conduct of school 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 school shall have a drug free workplace. It is, therefore, the school’s policy that school 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 school property; violations of this policy will subject the employee to discipline, up to and including termination.

To help promote a drug free workplace, the school shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the school 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.

Drug Abuse Helplines for Employees

**The following organizations and resources provide free, confidential assistance to individuals who have, or know someone who has, a problem with alcohol or other drugs.**

**Substance Abuse Treatment Locator**

www.findtreatment.samhsa.gov

Phone: 1-800-662-HELP

This Substance Abuse and Mental Health Services Administration (SAMHSA) Web site and toll-free phone line help individuals locate drug and alcohol abuse treatment programs in their communities.

**AlcoholScreening.org**

www.alcoholscreening.org

This free, confidential Web site lets individuals privately assess their own drinking habits and receive personalized feedback to help them determine if they need help to change those habits. Individuals can also find out about facilities in their communities that offer drug and alcohol abuse treatment and consultations with qualified health professionals regarding alcohol problems.

**Al-Anon/Alateen**

Phone: (888) 4AL-ANON

www.al-anon.alateen.org

Al-Anon provides information on the effects of alcohol abuse and refers friends and families of alcohol abusers to nearby support groups. Al-Anon’s purpose is to help families and friends of alcoholics recover from the effects of living with the problem drinking of a relative or friend. Alateen is the organization’s program for young people whose lives have been affected by someone else's drinking.

**Alcoholics Anonymous (AA)**

Phone: (212) 870-3400

www.aa.org

AA offers a way to stop drinking to individuals who feel they have a problem with alcohol. AA groups are located in most cities and rural communities throughout the country. Look up “Alcoholics Anonymous” in a local telephone directory for a contact in your area.

**American Council on Alcoholism**

Phone: (800) 527-5344

www.aca-usa.org

This service provides referrals to alcoholism treatment programs nationwide and distributes written materials on alcohol abuse problems.

**Cocaine Anonymous**

Phone: (800) 347-8998

www.ca.org

Cocaine Anonymous provides support for people dependent on cocaine and other mind-altering substances. Callers are referred to local helplines.

**Nar-Anon**

Phone: (800) 477-6291

www.nar-anon.org

This worldwide program provides support for friends and families of individuals with substance abuse problems.

**National Council on Alcoholism and Drug Dependence Hopeline**

Phone: (800) NCA-CALL

www.ncadd.org

This organization, a planning and oversight agency for public substance abuse treatment programs, provides written information on alcohol and drug abuse and referrals to treatment and counseling services nationwide.

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 Director, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

Should an employee desire to provide the school with the results of a blood, breath or urine analysis, such results will be taken into account by the school 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 school. The school 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 school’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 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION.**2**

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 the Director within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged.

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

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 school property shall report the conviction within 5 calendar days to the Director. Within 10 days of receiving such notification, whether from the employee or any other source, the school shall notify federal granting agencies from which it receives funds of the conviction. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

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

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

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

**1** This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, “Such services are available from the following sources…”

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive **any** federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site: http://webapps.dol.gov/elaws/asp/drugfree/menu.htm.

**2** Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Legal References: 41 U.S.C. § 8101, 8103, and 8104

 A.C.A. § 11-9-102

A.C.A. § 17-80-117

Date Adopted: February 22, 2005

Last Revised: January 31, 2017

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

CERTI FICATION

I, hereby certify that I have been presented with a copy of the Imboden Area Charter School’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 the school.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE**

Employees are eligible for benefits under the Family Medical Leave Act when the school has fifty (50) or more employees. The Imboden Area Charter School has less than fifty (50) employees, and therefore, employees are not eligible for FMLA benefits.

Legal References: 29 USC 2601 et seq.

 29 CFR part 825

Date Adopted: September 3, 2002

Last Revised: April 26, 2012

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

From time to time extra duties may be assigned to certified personnel by the Director as circumstances dictate.

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

Date Adopted: June 17, 2003

Last Revised:

**3.34 - LICENSED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the Director.1

School staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone~~s~~ and/or computers for non-school purposes, except as permitted by school policy, shall be subject to discipline, up to and including termination. School employees who are issued school cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during instructional time.**2**

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.**3**

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.**4**

Notes: This policy is similar to Policy 8.25. If you change this policy, review 8.25 at the same time to ensure applicable consistency between the two.

**1** The goal is to eliminate the use of cell phones during instructional time for other than instructional purposes. You may change who has the authority to approve the use of cell phones if you so wish.

**2** The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine **need** for a cell phone due to their job’s duties. Cell phones **cannot** be issued as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes.

When considering the pros and cons of school issued technology, keep in mind that any correspondence made on such technology (cell phone, iPad, computer) would be subject to inspection under the Freedom of Information Act. Because it is district issued, there would be no differentiation between personal and school use.

**3** This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

**4** This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a “wireless handheld telephone” while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory prohibition, we believe the expanded language is important for the protection of students, employees, and the public.

Cross References: 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE

COMMUNICATION DEVICES

* 1. – POSSESSION AND USE OF CELL PHONES, AND OTHER

 ELECTRONIC DEVICES.

 7.14 – USE OF SCHOOL CELL PHONES AND COMPUTERS

Legal Reference: IRS Publication 15 B

A.C.A. § 6-19-120

A.C.A. § 27-51-1602

A.C.A. § 27-51-1609

Date Adopted: June 17, 2003

Last Revised: June 27, 2019

**3.35 - LICENSED PERSONNEL BENEFITS**

The Imboden Area Charter School provides its employees benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children.

2. Health insurance assistance.

3. Contribution to the teacher retirement system.

4. One sick leave day per contract calendar month, or greater portion thereof; and

5. Two personal days.

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

Date Adopted: June 17, 2003

Last Revised: March 15, 2011

3.36—LICENSED PERSONNEL RENEWAL AND TERMINATION

**Renewal**

When determining whether to make a recommendation of renewal of an employee’s contract to the School’s Board of Directors, the director, with input from the appropriate employee’s supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee’s evaluations;
2. Performance, including disciplinary infractions;
3. Qualifications, including licensure areas, relevant education degrees, and the educator career continuum.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the director finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the director’s recommendation for renewal and approval by the Board, a copy of the next year’s employment contract shall be provided to each employee.

**Termination**

The director is empowered to make a recommendation to terminate an employee’s employment contract to the Board for an employee’s violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the director determines that it is necessary to make a recommendation for termination, the director shall provide the employee written notice of the director’s intention to recommend that the employee be terminated. The written notice may be mailed to the employee’s address on file with the School, e-mailed to the employee’s School; provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

* Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
* Of the date, time, and location when the Director’s recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the director and the employee;
* That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
* That the hearing before the Board shall be open to the public; and
* That the director shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The director shall provide the employee written notification of the Board’s decision regarding the recommendation for termination as soon as possible by mail to the employee’s address on file with the School, e-mail to the employee’s School provided e-mail address, or hand delivery to the employee.

Note: A.C.A. § 6-17-301 allows the board to enter into employment contracts for up to three (3) years instead of annual contracts. An option would be to include language allowing the superintendent to make a recommendation for a multi-year, not to exceed three (3) years, contract with employees based on an employee’s effectiveness and qualifications.

Legal References: A.C.A. § 6-13-636

A.C.A. § 6-17-201

A.C.A. § 6-17-301

A.C.A. §6-17-407

A.C.A. §§ 6-17-2801 et seq.

Date Adopted: June 29, 2023

Last Revised:

**3.37 - ASSIGNMENT OF TEACHER AIDES**

The assignment of teacher aides shall be made by the Director. 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 17, 2003

Last Revised:

3.38— LICENSED PERSONNEL RESPONSIBILITIES GOVERNING 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;

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student’s personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
6. Demeaning humor relating to a student’s actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
13. 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”).

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

* Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
* Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

1. Building a fake profile or website of the employee;
2. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
3. Posting an original or edited image of the school employee on the Internet;
4. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
5. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
6. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
7. Signing up a school employee for a pornographic Internet site; or
8. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

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 Director as soon as possible.

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

School staff are required to help enforce implementation of the school’s anti-bullying policy. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. 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 Director. The report may be made anonymously.

The Director, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
	1. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
	2. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
	1. That a credible report or complaint of bullying against their student exists;
	2. Whether the investigation found the credible report or complaint of bullying to be true;
	3. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
	4. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
	1. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
	2. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

School employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a School 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 the Director.**1** In addition to any disciplinary actions, the Schoool shall take appropriate steps to remedy the effects resulting from bullying.

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

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

DESE has created a guidance document on bullying that could be useful in developing staff and student training on bullying. The document can be found at <https://dese.ade.arkansas.gov/Offices/communications/safety/anti-bullying-and-vioulence-prevention>.

**1** This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal References: A.C.A. § 6-18-514

 DESE Rules Governing Student Discipline and School Safety

Date Adopted: April 20, 2004

Last Revised: July 30, 2022

**3.39— LICENSED PERSONNEL RECORDS AND REPORTS**

The Director 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 Director as complete and satisfactory, before the last month’s pay will be released to the licensed employee.

Legal References: A.C.A. § 6-17-104

Date Adopted: May 20, 2007

Last Revised:

3.40— LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school employees to:

* If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964 or by submitting a report through the online reporting system. Failure to report suspected child abuse, maltreatment, or neglect through 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.
* If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public 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; or that form the basis of the serious and imminent threat to the public; 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; that a serious and immine t threat to the public exists; or to rule out such a belief**1**.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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

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

**1** This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees. policy 3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING. Includes language covering this code.

Legal References: A.C.A. § 6-18-110

A.C.A. § 12-18-107

A.C.A. § 12-18-201 et seq.

A.C.A. § 12-18-302

A.C.A. § 12-18-402

Date Adopted: May 20, 2008

Last Revised: June 29, 2023

3.41— 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 school 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 school 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 school property and in or on school 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 school shall retain copies of video recordings until they are erasedwhich 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 school personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook**;** any release or viewing of such records shall be in accordance with current law.

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

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

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

Date Adopted: May 20, 2008

Last Revised: March 15, 2011

**3.42—OBTAINING AND RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBLITY INFORMATION**

**Obtaining Eligibility Information**

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition**1**, the employee shall be subject to discipline up to and including termination.

**Releasing Eligibility Information**

As part of the school’s participation in the National School Lunch Program and the School Breakfast Program, the school collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The school has made the determination to release student eligibility status or information**1** as permitted by law. Federal law governs how eligibility data may be released and to whom. The school will take the following steps to ensure its confidentiality:

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

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

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

Notes: This policy is similar to policy 8.35. If you change this policy, review policy 8.35 at the same time to ensure applicable consistency between the two.

The Children’s Nutrition Unit of the DESE website https://dese.ade.arkansas.gov/Offices/child-nutrition-unit has the referenced Commissioner’s Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner’s Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

**2**1The penalty for improper disclosure of eligibility information is a fine of not more than $1000 per student name if a violation is by either the school or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011, and

FIN 13-018ADESE Eligibility Manual for School Meals Revised July 2017

A.C.A. § 6-18-715

7 CFR 210.1 – 210.31

 7 CFR 220.1 – 220.22

 7 CFR 245.5, 245.6, 245.8

 42 USC 1758(b)(6)

Date Adopted: March 30, 2009

Last Revised: June 28, 2021

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

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

Legal References: A.C.A. § 6-17-401

Date Adopted: March 30, 2009

Last Revised: April 26, 2012

**3.44— LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION**

The school provides Workers’ Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify the Director.1 An injured employee must fill out Form N, and the Director will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment nor 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.

The school may discipline an employee, up to and including termination of the employee’s contract, if it is discovered that the employee:

* + - 1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
			2. Submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the School’s WC carrier denied the employee’s WC claim.

For injuries requiring medical attention, the school 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 the school’s WC 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 WC benefits.**2**

Employees who are absent from work in the school due to a WC claim may not work at a non-school job until they have returned to full duties at their same or equivalent school job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the School 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:

* Will be charged for a day's sick leave for 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 (8) 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 fourteen (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.

Note: This policy is similar to policy 8.36. If you change this policy, review 8.36 at the same time to ensure applicable consistency between the two.

**1** Insert the **position** of the person to be notified.

**2**Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.32—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 22, 2009

Last Revised: March 29, 2021

3.45— LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

**Definitions**

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, Instagram.

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.

**Policy**

Technology used appropriately gives faculty new opportunities to engage students. School 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 media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

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

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires school staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *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 Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.**1** Employees taking such action do so at their own risk and are advised to monitor the site’s privacy settings regularly.

School employees may set up blogs and other professional/education social media accounts using school resources and following school guidelines**1** 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 media during school hours is permitted.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including “likes” or comments that endorse or support the message or speech of another person, when expressed by staff on a social media 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 media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee’s job duties, staff shall not access social media websites using school equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of the Director. Except when expressly authorized by the school employee’s job duties or when school procedures have been followed, all school employees who participate in social media websites shall not post any school data, documents, photographs taken at school or of students, logos, or other school owned or created information on any website. Further, the posting of any private or confidential school material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the school employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:**2**

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

**Privacy of Employee's Social Media Accounts**

In compliance with A.C.A. § 11-2-124, the School shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The School may require an employee to disclose his or her username and/or password to a personal social media account if the employee’s personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating school policy; local laws; statelaws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee’s contract of employment with the School.

Notwithstanding any other provision in this policy, the School reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the school inadvertently obtains access to information that would enable the school to have access to an employee’s personal social media account, the school will not use this information to gain access to the employee’s social media account. However, disciplinary action may be taken against an employee in accord with other school policy for using school equipment or network capability to access such an account. Employees have no expectation of privacy in their use of school issued computers, other electronic device, or use of the school's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Notes: This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.

While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.

**1** The policy’s separate definitions for “social media websites” and “professional/education social media accounts” are important. Districts are encouraged to establish “professional/education social media accounts” as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on “social media websites.” ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private “professional/education social networks.” We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124

DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: June 22, 2009

Last Revised: March 29, 2021

3.46— LICENSED PERSONNEL VacationS

240 day contracted employees are credited with 10 days of vacation,**1** 5 days at the beginning of June and 5 days at the beginning of July. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee’s final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

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

Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at half of the employee’s current daily rate of pay.4

Notes: **1** Select your eligibility criteria and number of vacation days. Eligibility does not have to be 240 day employees and vacation does not have to be 10 days. If you choose a number other than 10 days, you will need to change the proration rate in the paragraph’s final sentence for used, but unearned vacation.

**2** Insert the position that will be responsible for approving vacation requests.

**3** This sentence should be included whether you are changing your previous policy or you have not had a policy but have had the **practice** of allowing and paying accrued vacation greater than 15 days. It will help limit your future fiscal liability.

**4** Unlike sick leave, vacation is not transferable from one district to another and so we have included resignation, retirement, termination, and non-renewal as instances when the district will pay the employee for unused vacation. You may replace the list for when the district will pay for unused vacation with “any severance of employment”. In any instance of such pay, the rate of pay for accrued, but unused vacation, does not have to be at the daily rate of pay. It may be at a set sum (so many dollars for each unused day) or as a percentage of the employee's daily rate of pay. If the district does not choose to place limits on the amount payable at employment severance, then the rate payable would be that employees current daily rate of pay.

Date Adopted: March 15, 2011

Last Revised: June 27, 2019

**3.47—Depositing collected funds**

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected daily**1** into the appropriate accounts for which they have been collected. The Director or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

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

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

Date adopted: March 15, 2011

Last Revised: April 26, 2012

3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

**Firearms1**

Except as permitted by this policy, no employee of this school, including those who may possess a “concealed carry permit,” shall possess a firearm on any school campus or in or upon any school bus or at a 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;**2**
* He/she is a registered, commissioned security guard acting in the course and scope of his/her duties.
* He/she is a certified law enforcement officer, either on or off duty;
* He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the school parking lot.

Possession of a firearm by a school 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 Weapons3**

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 or are otherwise explicitly permitted (example: scissors) in their workspace.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the director. If the weapon is a firearm, the firearm must be unloaded.**5**

Notes: This policy is similar to Policy 8.40. If you change this policy, review Policy 8.40 at the same time to ensure applicable consistency between the two.

**1** The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less).

119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events but permits the concealed carry licensee to leave a handgun in his/her locked vehicle at a publicly owned parking lot.

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. While we accept that concealed carry licensees may leave their handgun in their locked vehicle in the parking lot, we see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their handgun, though it must be left in their locked vehicle, with them. We cannot control that through policy.

**2** If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

**3** Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by A.C.A. § 5-73-120(b)(4) to less than 3". Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the…weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

**4** You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

**5** While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War reenactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

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: March 26, 2013

Last Revised: June 27, 2019

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 School into compliance with the Division of Elementary and Secondary Education 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 supercede 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 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.**1**

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 Director’s office for appropriate discipline.

The Director may:

1. Place the student into another appropriate classroom;
2. Return the student to the class; or
3. Take other appropriate action consistent with the School’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 Director or 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 Director;
2. The teacher;
3. The school counselor;
4. The parents, legal guardians, persons having lawful control of the student or persons standing in loco parentis; and
5. The student, if appropriate.

However, the failure of the parents, legalguardians, or persons having lawful control of the student, or persons standing in loco parentis to attend the conference does not prevent any action from being taken as a result of the conference.

Note: **1** The introductory note to the policy is intended to be included in the policy. The note contains information teachers need to be aware of if they are not to misunderstand the actual limited scope of the statute's language that triggered the policy.

Legal References: A.C.A. § 6-18-511

 Division of Elementary and Secondary Education Rules Governing

Student Discipline and School Safety Policies

Date Adopted: March 26, 2013

Last Revised: July 20, 2020

**3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

Continuing Administrators

The Director 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 Division of Elementary and Secondary Education (DESE). 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 DESE.

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 DESE.

Legal Reference: A.C.A. § 6-15-202(f)(50)

Date Adopted: July 1, 2013

Last Revised: June 27, 2019

**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 School; 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** A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the School’s office. In addition, 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.

Notes: This policy is similar to Policy 8.24. If you change this policy, review 8.24 at the same time to ensure applicable consistency between the two.

**1** Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

**2** The statute only prohibits "cell phone" use, but in the 10 years since it was passed the term no longer fits today's technology. The terminology in this sentence is designed to cover all the distractions that could affect a driver's ability to safely drive the bus. While we recommend our language, the statute limits the restrictions to "cell phones that requires the operator to dial numbers manually" and you can substitute that for our verbiage if you prefer.

Legal Reference: A.C.A. § 6-19-120

Date Adopted: March 18, 2014

Last Revised: June 27, 2019

**3.52—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS**

**Definitions**

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 school employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including 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 school 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:

1. Entertainment;
2. Hotel rooms;
3. Transportation;
4. Gifts;
5. Meals.

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

All school 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.**2**

Notes: This policy is similar to Policy 8.41. If you change this policy, review 8.41 at the same time to ensure applicable consistency between the two.

**1** Districts may set standards covering instances where the financial interest is not substantial ~~or~~ and the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.

**2** The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. the employee should be instructed to consider the following questions:

* How would the public perceive this action of receiving the gift, favor, etc.?
* Will acceptance of the gift, favor, etc. possibly influence a future purchasing decision?

The training should cover the Rules Governing Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties including the contract disclosure forms checklists from Commissioner’s Memo FIN 09-036.

Legal References: A.C.A. § 6-24-101 et seq.

Division of Elementary and Secondary 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: March 18, 2014

Last Updated: June 27, 2019

3.53—LICENSED PERSONNEL BUS DRIVER END OF ROUTE REVIEW

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

Date Adopted: March 18, 2014

Last Revised:

3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:**1**

* Head and face protection:
* Hard hat;
* Bump cap;
* Welding helmet;
* Safety goggles;
* Safety glasses;
* Face shield;
* Respiratory protection:
* Dust/mist mask;
* Half-face canister respirators;
* Hearing protection:
* Ear plugs;
* Ear muffs;
* Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
* Leather;
* Latex;
* Rubber;
* Nitrile;
* Kevlar;
* Cotton;
* Body protection:
* Welding apron;
* Welding jackets;
* Coveralls/Tyvek suits;
* Foot Protection:
* Metatarsal protection;
* Steel toed boots/shoes;
* Slip resistant shoes;
* Fall Protection:
* Belts, harnesses, lanyards;
* Skylight protection;
* Safe ladders;
* Scissor lifts.

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

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee’s job duties may be disciplined, up to and including termination.

The Director may be disciplined, up to and including termination, if the Director:

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

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

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

The Director is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Notes: This policy is similar to Policy 8.43. If you change this policy, review 8.43 at the same time to ensure applicable consistency between the two.

**1** This is not intended to be an all-inclusive list, and you may add or remove items from the list based on what PPE your employees should be using.

Date Adopted: March 27, 2018

Last Revised:

3.57—LICENSED PERSONNEL NAME, TITLE, OR PRONOUN

Unless a School employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a School employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A School employee shall not be subject to adverse employment action for declining to address a person using a:

1. Name other than that listed on the person's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Date Adopted: June 29, 2023

Last Revised: