

Lonoke School District

**LICENSED
PERSONNEL POLICIES
HANDBOOK**

Revised 2012 - 2013



SECTION 3—LICENSED PERSONNEL

	Date of Adoption or Latest Revision
3.1—GENERAL SECTION POLICIES _____	06-17-02
3.2—LICENSED PERSONNEL SALARY SCHEDULE _____	04-16-12
3.3—LICENSED PERSONNEL EVALUATIONS _____	06-17-02
3.4—EVALUATION OF LICENSED PERSONNEL BY RELATIVES _____	06-17-02
3.5—LICENSED PERSONNEL STAFF REDUCTION IN FORCE _____	04-16-12
3.6—LICENSED PERSONNEL CONTRACT RETURN _____	06-17-02
3.7—LICENSED PERSONNEL EMPLOYEE TRAINING _____	04-16-12
3.8—LICENSED PERSONNEL DRUG TESTING _____	06-25-07
3.9—LICENSED PERSONNEL SICK LEAVE _____	04-18-11
3.10—LICENSED PERSONNEL EMERGENCY SICK LEAVE BANK _____	04-16-12
3.11—LICENSED PERSONNEL BUS MONITORING OF STUDENTS _____	06-14-04
3.12—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE _____	06-25-07
3.13—LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS _____	06-25-07
3.14—LICENSED PERSONNEL PUBLIC OFFICE _____	04-16-12
3.15—LICENSED PERSONNEL JURY DURY OR COURT APPEARANCE LEAVE _____	04-18-11
3.16—LICENSED PERSONNEL LEAVE INJURY FROM ASSAULT _____	06-14-04
3.17—LICENSED PERSONNEL BEREAVEMENT LEAVE _____	06-14-04
3.18—LICENSED PERSONNEL EMERGENCY DAYS _____	06-17-02
3.19—LICENSED PERSONNEL MATERNITY LEAVE _____	06-17-02
3.20—LICENSED PERSONNEL PLANNING TIME _____	04-16-12
3.21—INSULT OR ABUSE OF LICENSED PERSONNEL _____	06-17-02
3.22—LICENSED PERSONNELOUTSIDE EMPLOYMENT _____	06-17-02
3.23—LICENSED PERSONNEL EMPLOYMENT _____	04-16-12

3.24—LICENSED PERSONNEL EMPLOYMENT CRITERIA _____	06-17-02
3.25—LICENSED PERSONNEL TOBACCO USE _____	06-17-02
3.26—DRESS OF LICENSED PERSONNEL _____	06-17-02
3.27—LICENSED PERSONNEL POLITICAL ACTIVITY _____	06-17-02
3.28—LICENSED PERSONNEL DEBTS _____	06-17-02
3.29—LICENSED PERSONNEL GRIEVANCES _____	06-25-07
3.29F—LICENSED PERSONNEL GRIEVANCE FORM _____	06-17-02
3.30—LICENSED PERSONNEL SEXUAL HARASSMENT _____	06-17-02
3.31—LICENSED PERSONNEL SUPERVISION OF STUDENTS _____	06-17-02
3.32—LICENSED PERSONNEL COMPUTER USE POLICY _____	06-21-10
3.32F—LICENSED PERSONNEL INTERNET USE AGREEMENT _____	04-18-11
3.33—LICENSED PERSONNEL SCHOOL CALENDAR _____	07-17-06
3.34—LICENSED PERSONNEL SOLICITATIONS _____	06-17-02
3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE _____	04-16-12
3.36—LICENSED PERSONNEL ASSIGNMENT AND TRANSFER _____	06-17-02
3.37—LICENSED PERSONNEL PROBATION _____	06-17-02
3.38—LICENSED PERSONNEL PROMOTION _____	06-17-02
3.39—LICENSED PERSONNEL SEPARATION _____	06-17-02
3.40—TEACHER FAIR DISMISSAL ACT _____	06-17-02
3.41—LICENSED PERSONNEL NON-RENEWAL _____	06-17-02
3.42—LICENSED PERSONNEL SUSPENSION _____	06-17-02
3.43—LICENSED PERSONNEL - RETIREMENT _____	04-18-11
3.44—LICENSED PERSONNEL DRUG FREE WORKPLACE _____	07-17-06
3.45—LICENSED PERSONNEL VACATIONS _____	04-18-11
3.46—LICENSED PERSONNEL REMBURSEMENT FOR PURCHASE OF SUPPLIES _____	04-16-12

3.47—ASSIGNMENT OF TEACHER AIDES _____	07-21-05
3.48—LICENSED PERSONNEL CELL PHONE USE _____	04-16-12
3.49—EMPLOYEE BENEFIT VENDORS _____	06-16-03
3.50—OVERTIME, LEAVE OF ABSENCE AND COMPENSATORY PAY FOR EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS _____	06-16-03
3.51—PARENT—TEACHER COMMUNICATION _____	04-16-12
3.52—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT _____	06-30-08
3.53—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING ____	03-12-12
3.54—NATIONAL BOARD CERTIFICATION _____	11-29-04
3.55—LICENSED PERSONNEL RECORDS AND REPORTS _____	06-25-07
3.56—LICENSED PERSONNEL VIDEO SURVEILLANCE & OTHER MONITORING _____	04-18-11
3.57—CLUB STIPENDS _____	06-30-08
3.58—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES ____	04-18-11
3.59—DEPOSITING COLLECTED FUNDS _____	04-18-11
3.60—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING ____	04-16-12
3.61—LICENSED PERSONNEL BENEFITS _____	04-18-11
3.62—WORKER’S COMPENSATION POLICY _____	04-18-11

3.1—GENERAL SECTION POLICIES

The Board of Education is required by law to establish personnel policies within the school district. Said policies shall be filed, along with an affidavit signed by the President of the Board attesting compliance with state law requiring personnel policies, with the Chairman of the State Board of Education.

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

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

Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. Provided, such amendments may take place immediately with mutual consent.

The Board shall provide for a Committee on Personnel Policies, as composed by law, to annually review the personnel policies of the Board to determine if additional policies or amendments to existing policies are needed. The committee may propose new policies or amendments to existing policies.

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

Ref: Ark. Stat. Ann. 80-1256 to 1260; Ark. Act 840 of 1979; act 224 of 1983.
A.C.A. 6-17-204, 206

Date Adopted: June 17, 2002

Last Revised:

3.2—LICENSED PERSONNEL SALARY SCHEDULE

State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies unless the District recognizes a teachers' union in its policies for, among other things, the negotiation of salaries.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to Tonya Weaver by September 15th to receive credit for the current school year.

**Refer to Lonoke School District Licensed Personnel Salary Schedule
for 2012-2013
Adopted April 16, 2012 on the following page**

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

Date Adopted: June 27, 2005
Last Revised: April 16, 2012

**Refer to Lonoke School District Licensed Personnel Salary Schedule
for 2012-2013
Adopted April 16, 2012**

3.3—LICENSED PERSONNEL EVALUATIONS

Evaluations of District licensed personnel shall be undertaken at least annually.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his/her designee(s), but shall not be part of the personnel policies of the District.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: June 17, 2002

3.4—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

No person shall be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.

Date Adopted: June 17, 2002

Last Revised:

3.5—LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher. Being employed fewer than 160 days in a school year shall not constitute a year. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

Points

- Years of service in the district—1 point per year. All licensed position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Being employed fewer than 160 days in a school year shall not constitute a year.
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree plus thirty additional hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- 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 District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10)

3.5—LICENSED PERSONNEL REDUCTION IN FORCE - continued

working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of annual professional development training.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall:

If a teacher is non-renewed from a 1.0 FTE position under this policy, he or she shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee, for a period of up to two (2) years, with the starting date of the two (2) year period being the date of board action on the non-renewal recommendation. A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 full time equivalent (FTE), has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

The non-renewed teacher shall be eligible to be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed teachers shall have 10 working days from the date that the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the 10 day time period. A lack of response or a teacher's refusal of a position shall end the district's obligation to rehire the laid-off teacher and no further rights to be rehired shall exist.

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Lonoke District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Lonoke District,

3.5—LICENSED PERSONNEL REDUCTION IN FORCE - continued

if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Lonoke District.

Such employees will not be considered as having any seniority within the Lonoke District and may not claim an entitlement under a reduction in force to any position held by a Lonoke District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Lonoke District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Lonoke District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: July 17, 2006
Last Revised: April 16, 2012

3.6—LICENSED PERSONNEL CONTRACT RETURN

Licensed personnel shall be awarded contracts by the Board based upon the recommendations of the superintendent and principals. Contracts are awarded annually. Salary and other benefits shall be part of the written contract.

In conformity with Arkansas' continuing contract law, teachers are automatically reemployed unless they are notified by May 1st that their contract will not be renewed.

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

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

The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

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

Date Adopted: June 17, 2002

Last Revised:

3.7—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

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

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

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

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

3.7—LICENSED PERSONNEL EMPLOYEE TRAINING - continued

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

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

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

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

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

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

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

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

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

All licensed personnel shall receive at least two (2) hours of training related to child maltreatment within twelve (12) months of their initial licensure and/or the renewal of their license. The training curriculum shall meet the criteria established by ADE Rule which shall be based on the curriculum approved by the Arkansas Child Abuse/Rape/Domestic Violence Commission. Up to once every

3.7—LICENSED PERSONNEL EMPLOYEE TRAINING - continued

five (5) years, an educator may substitute no more than three (3) hours of the required training related to child maltreatment for the parental involvement training requirements. For the purposes of this training, “licensed personnel” includes school social workers, psychologists, and nurses.

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

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

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

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

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

Licensed personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with the state law and current ADE rules that deal with professional development.

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

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

3.7—LICENSED PERSONNEL EMPLOYEE TRAINING - continued

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

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

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

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

Date Adopted: July 17, 2006
Last Revised: April 16, 2012

3.8—LICENSED PERSONNEL DRUG TESTING

Scope of Policy

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

Methods of Testing

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

Definition

Safety sensitive function includes:

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

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;

3.8—LICENSED PERSONNEL DRUG TESTING - continued

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

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

Testing for Cause

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

Refusal to Submit

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

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

3.8—LICENSED PERSONNEL DRUG TESTING - continued

Consequences for Violations

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

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

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

Legal Reference: A.C.A. § 6-19-108
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382-101 – 605
 49 C.F.R. § part 40
 Arkansas Division of Academic Facilities and Transportation Rules Governing
 Maintenance and Operations of Arkansas Public School Buses and Physical
 Examinations of School Bus Drivers

Date Adopted: June 17, 2002

Last Revised: June 25, 2007

3.9—LICENSED PERSONNEL—SICK LEAVE

1. Full-time teachers shall be allowed sick leave, at full pay, at the rate of one day per month or major portion thereof that the teacher is contracted, accumulative to ninety (90) days. Such leave shall be in force beginning with the first day of the first school term for which each teacher is employed. If teachers leave or resign their position for any reason before the end of the school term, the district shall deduct from the last pay check compensation for any days of sick leave used in excess of the number of day earned.
2. Teachers may use sick leave for personal illness or illness in the immediate family (wherever they live) which shall include the teacher's spouse, children, parents, and in-laws (one day in case of serious illness operation), plus any other relatives living in the same household (Act 386 of 1984)
3. At the discretion of the principal (or Superintendent), the District may require a written statement of the employee's physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.
4. Retiring teachers can be paid for all accumulated sick leave days at the current substitute teacher's daily rate of pay.
5. After an employee has used his/her sick leave, a deduction, the equivalent of an employee's daily rate of pay, will be made for each day absent. This rate is computed by dividing the employee's actual working days into the annual salary contract.
6. Teachers who leave the employment of one school district within the state for employment in another school district in the state, shall be granted credit by the new district for any unused sick leave accumulated in the former school district, not to exceed (90) days. Such teachers must furnish proof in writing from the school district of former employment.
7. Certified personnel who have accumulated up to ninety (90) days sick leave of which fifty (50) must have been accumulated in the Lonoke School District will be paid at the end of each year for any unused days over ninety (90) at the current substitute's pay.
8. A record of sick leave used and accumulated shall be established and maintained by the school district for each of its teachers. Teachers shall be advised annually of the status of their accrued sick leave.
9. When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

Date Adopted: June 17, 2002

Last Revised: April 18, 2011

3.10—LICENSED PERSONNEL EMERGENCY SICK LEAVE BANK

A. Eligibility

1. The applicant must be an employee of Lonoke School District.

B. Utilization

1. The employee must have exhausted all his/her accumulated sick leave and personal leave days.
2. An employee can only utilize the sick leave bank for a long-term personal illness or immediate family illness, disability or accident (excluding normal maternity leave or elective surgery). Long-term is defined as at least 10 working days. This does not include accidents for which the employee is receiving Workers' Compensation.
3. 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
4. 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.
5. Application on the prescribed form must be submitted to the Sick Bank Committee of the Personnel Policies Committee for consideration.
6. A maximum of 20 days only can be granted, after which the employee must reapply if more days are needed.
7. If the purpose is due to a physician's recommendation, a prior request may be granted.
8. A maximum of 125 sick bank days may be granted per year.
9. Extenuating circumstances not covered in this policy will be considered by the PPC on a case by case basis.

C. Administration

1. Once a request has been approved by the sick leave bank committee, it will be forwarded to the superintendent for review. After review, the bookkeeper will distribute a memo requesting volunteer contributions by the staff.
2. Staff members who wish to contribute must submit the prescribed form to the superintendent.
3. Contributors must be requested from the PPC Sick Bank Committee and not requested individually.
4. Days submitted by the employee will be randomly selected by the bookkeeper. Employees will be notified of days used.
5. All records will be administered in the superintendent's office and will be kept confidential.

Date Adopted: June 17, 2002

Date Revised: April 16, 2012

3.11—LICENSED PERSONNEL BUS MONITORING OF STUDENTS

Each bus driver shall walk from the front of the bus 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 has been completed and the driver has left the bus for that trip, the driver shall be immediately terminated.

Date Adopted: June 14, 2004

Last Revised:

3.12—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one half-day.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, for professional leave see below).

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

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

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

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

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

At the end of the school year, any unused personal days will be transferred to the accumulated sick leave days.

Personal leave may not be taken the day before or the day after a holiday unless approved by the superintendent because of some unforeseen or emergency circumstance.

3.12—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE - continued

Professional Leave

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

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

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

Legal Reference: A.C.A. § 6-17-211

Date Adopted: June 17, 2002
Last Revised: June 25, 2007

3.13—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 6.12—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders.

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

Cross Reference: 6.12 – SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

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

Date Adopted: June 25, 2007

Last Revised:

3.14—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 17, 2002
Date Revised: April 16, 2012

3.15—LICENSED PERSONNEL JURY DUTY OR COURT APPEARANCE LEAVE

Jury duty or court appearance shall be defined as any duty for which a subpoena is issued by a Federal, State, or Local Court. Any employee subpoenaed for jury duty or court appearance which prevent the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence without loss of pay or leave benefits upon giving reasonable notice to the District through the employee's immediate supervisor. The District will pay any employee full salary provided that said employee agrees to return to the District all pay received for such duty, less receipted parking.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 17, 2002

Last Revision: April 18, 2011

3.16—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: June 17, 2002

Date Revised: June 14, 2004

3.17—LICENSED PERSONNEL BEREAVEMENT LEAVE

Teachers shall be allowed each year, in addition to sick leave, a maximum of two (2) days absence at full pay for funeral attendance and legal business related to the funeral, when the immediate family is involved.

Immediate family is defined as the teacher's spouse, children, parents, brothers, sisters, grandparents, great-grandparents, parents-in-law, grandparents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandchildren, and any other relatives living in the same household as the teacher. The maximum leave under this policy is two (2) days per each occurrence. Said leave is not accumulative.

Funeral attendance for family members outside the immediate family may be charged to sick leave.

Date Adopted: June 17, 2002

Last Revised: June 14, 2004

3.18—LICENSED PERSONNEL EMERGENCY DAYS

All employees will be allowed to use one sick leave day per year, non-accumulative, for emergency. This may be granted only with the approval of the principal.

Date Adopted: June 17, 2002
Last Revised:

3.19--LICENSED PERSONNEL MATERNITY LEAVE

In granting maternity leave to teachers, the welfare of students and the continuity of their educational program and of school operations shall be given first consideration. However, the Board wishes to cooperate with employees who desire leave for maternity purposes and shall do so by setting forth the following policy provisions:

1. A teacher who becomes pregnant and wishes to continue her employment shall provide written notice thereof to her principal and superintendent as soon as pregnancy has been medically determined.
2. The pregnant employee must submit with such notice a written statement from her physician which shall include the following: (a) anticipated date of delivery, and (b) the date until which the physician certifies that the pregnant employee can continue her full work responsibilities without her efficiency or health being adversely affected.
3. The teacher will normally be permitted to continue her employment until the date authorized by her physician, unless the employee requests leave at an earlier date. Said request shall be in writing and presented two weeks in advance.
4. The district does reserve the right to review the employee's job performance during pregnancy, to request a supplemental statement from the physician as to current physical condition, and the event the school administration concludes that the employee's job performance is unsatisfactory, to require the employee to take leave of absence at an earlier date. If the teacher refuses to do this, the district's policies on separation will be applicable.
5. If a teacher delivers during the summer, she has the following option: (a) return to her teaching position after presenting the school principal with written notice from her physician that she is physically fit for full-time employment and when she can give full assurance that care for the child will not interfere with job responsibilities, (b) return at beginning of second semester, or (c) request maternity leave for the remainder of the school year.
6. If a teacher delivers during the first semester, she has the following options: (a) return to her teaching position after presenting the school principal with written notice from her physician that she is physically fit for full-time employment and when she can give full assurance that care for the child will not interfere with job responsibilities, (b) return at beginning of second semester, or (c) request maternity leave for the remainder of the school year.
7. If a teacher delivers during the second semester, she has the following options: (a) return to her teaching position after presenting the school principal with written notice from her physician that she is physically fit for full-time employment and when she can give full assurance that care for the child will not interfere with job responsibilities, or (b) request maternity leave for the remainder of the school year.
8. It is the professional responsibility of the teacher to declare her intentions to the administration as soon as possible in order that a competent replacement may be secured. The teacher must declare her intentions no later than four weeks after delivery.
9. When maternity leave is requested and granted, the teacher may use any part or all of her accumulated sick leave. This request should be in writing and given to her principal.
10. One week's notice will be given to the school principal before the teacher expects to begin re-employment.

3.19--LICENSED PERSONNEL MATERNITY LEAVE - continued

11. Upon re-employment, all benefits to which said teacher was entitled at the time of her maternity leave commenced will be restored to her.
12. Re-employment will be guaranteed through the first school day following termination of the leave option requested, but not beyond this date. Upon return to service, every effort will be made to return the teacher to the same or similar duties as were performed prior to the maternity leave.

Date Adopted: June 17, 2002
Last Revised:

3.20—LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: June 17, 2002
Last Revised: April 16, 2012

3.21—INSULT OR ABUSE OF LICENSED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: June 17, 2002

Last Revised:

3.22—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

Date Adopted: June 17, 2002

Last Revised:

3.23—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

It shall be the responsibility of each employee to insure that his Central Office and local school personnel files are complete and current in compliance with established Board procedures.

Each licensed employee shall hold a current and valid Arkansas Teaching Certificate or have written approval from the Arkansas Department of Education for alternate licensure on file in the office of the superintendent.

Date Adopted: June 17, 2002

Last Revised: April 16, 2012

3.24—LICENSED PERSONNEL EMPLOYMENT CRITERIA

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

I. Objective Consideration

A. Instructional Personnel

1. Type of certificate
2. Number of years of experience
 - a. In the teaching profession
 - b. In the grade, subject or position which he currently teaches or occupies, or for which he is applying.
 - c. In the system.
3. Degree or degrees held (transcript required)
4. Endorsement in subject area
5. Number of hours beyond degree
6. Related occupational experience

B. Administration Personnel - In addition to the criteria listed in I above, the following criteria shall apply to selection of administrative personnel.

1. Number of years of administrative experience
 - a. In this District
 - b. In any other District
2. Classification of school in which experience was attained.

II. Subjective Consideration

- A. Past performance;
- B. Ability
- C. Leadership, and
- D. Personality

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

Ref: U.S. Const. amend. XIV, 1; 42 U.S.C. 2000e-3 to -17; U.S.C. 1681; 29 U.S.C. 794; 29 U.S.C. 621.

Date Adopted: June 17, 2002

Last Revised:

3.25—LICENSED PERSONNEL TOBACCO USE

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 17, 2002

Last Revised:

3.26—DRESS OF LICENSED EMPLOYEES

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

1. Only one day per week should be designated for jeans and spirit shirts, except on special occasions like field days or field trips.
2. No sweat pants and tops or wind-suits are permitted.
3. Coaches are to wear street clothes in the classroom. (Athletic wear is acceptable in the gym and on the field).
4. All clothing should be knee length.

Date Adopted: June 17, 2002

Last Revised:

3.27—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 nature of the class.

Date Adopted: June 17, 2002

Last Revised:

3.28—LICENSED PERSONNEL DEBTS

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

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

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

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

Date Adopted: June 17, 2002

Last Revised:

3.29—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 district.

Definitions

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

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

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

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

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

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

Process

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

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

3.29—LICENSED PERSONNEL GRIEVANCES - continued

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The

3.29—LICENSED PERSONNEL GRIEVANCES - continued

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

Records

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

Reprisals

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

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

Date Adopted: June 17, 2002
Last Revised: June 25, 2007

3.29F—LICENSED PERSONNEL GRIEVANCES

Name: _____

Date Submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's response

Date Submitted to recipient: _____

Date Adopted: June 17, 2002

Last Revised:

3.30—LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

3.30—LICENSED PERSONNEL SEXUAL HARASSMENT - continued

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

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

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

Date Adopted: June 17, 2002

Last Revised:

3.31—LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: June 17, 2002
Last Revised:

3.32—LICENSED PERSONNEL COMPUTER USE POLICY

The Lonoke School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. These resources, including all related equipment, networks, and network devices are provided for authorized Lonoke Public Schools use. Lonoke Public Schools computer systems may be monitored for all lawful purposes, including ensuring authorized use, for management of the system, to facilitate protection against unauthorized access and to verify security procedures and operational procedures. The monitoring on this system may include audits by authorized Lonoke Public Schools personnel to test or verify the validity, security and survivability of this system. During monitoring information may be examined, recorded, copied and used for authorized purposes. All information placed on or sent to this system may be subject to such monitoring procedures.

Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Employees will have access limited to the specific areas necessary to perform their jobs with ongoing access reviewed annually.

All employees are responsible for safeguarding sensitive data as defined by Arkansas Department of Education IT Security Policy 1 (ITSP-1). Sensitive data is considered any and all student and employee data which is considered personally identifiable information (PII), or any non-PII information which assembled together would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student or parents name, address, telephone number, and social security number
- Student grade, attendance, medical, or transcript information
- Student or parent financial aid or similar financial information
- Employee name, address, telephone number
- Employee payroll and benefits information
- Any information which by itself or if combined with other information would lead a reasonable person to be able to discretely identify an individual

No sensitive data shall be retained on laptops or remote devices such as home computers, thumb/flash drives, personal digital assistants (PDA), cell phones, compact discs, etc. Employees shall be responsible for workstation security when away from their workstation by locking the workstation or logging off. Employees are prohibited from connecting personally owned devices (e.g. laptops, wireless devices, cell phones) to the District's network without prior approval of the designated District Technology Director or designee.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Passwords must consist of a minimum of eight characters containing any combination of upper case letters, lower case letters, numbers or special characters. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use, nor allow another staff member or student use of the employee's account.

It is the policy of this school district to utilize Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Director or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

3.32—LICENSED PERSONNEL COMPUTER USE POLICY - continued

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

Signature: The Employee, who has signed below, has read and understood the Computer Use Policy, and agrees to be bound by the terms and conditions of those policies and agreements.

Name (Please Print) _____
School _____ Date _____
Employee’s Signature: _____ Date _____

Legal References: Children’s Internet Protection Act, PL 106-554
20 USC 6801 et seq.
47 USC 254(h)
A.C.A. § 6-21-107
A.C.A. § 6-21-111

Date Adopted: June 17, 2002
Date Revised: June 21, 2010

3.32F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

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

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

3.32F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT - continued

- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u. making unauthorized copies of computer software-;
 - v. personal use of computers during instructional time or
 - w. installing software on district computers without prior approval of technology director or his/her designee.
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ **Date** _____

Date Adopted: June 17, 2002
Last Revised: April 18, 2011

3.33—LICENSED PERSONNEL SCHOOL CALENDAR

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

The Lonoke School District shall operate by the following calendar.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: July 17, 2006
Last Revised:

3.34—LICENSED PERSONNEL SOLICITATIONS

No solicitation of funds, circulation of petitions, or drives may be put on which are school connected without the approval of the principal.

No collection for any purpose will be made in any school except on approval of the principal.

According to a regulation of the Board of Directors, no person shall be permitted to take pictures of the school buildings or students, nor shall any agent or other person be permitted to solicit for, exhibit or sell any book, paper, maps, globes, or any other articles, or solicit for any purpose, or distribute circulars, handbills, or take up contributions in any school or on the school premises except on permission by the principal or superintendent.

The selling of tickets in any school building for an activity other than in the building concerned must have the approval of the superintendent or the principal involved.

The Board of Education prohibits any employee of the School District from directly or indirectly reaping personal profit or reward from the sale or purchase of goods or services to students in the school district or to parents or such students, except as provided by law.

No employee of the Lonoke School District is permitted to use his position in soliciting students or parents in projects which involve the expenditures of money for goods, service, summer camp attendance, and the like, without the approval of the superintendent.

General commercial solicitation of teachers in the school is not permitted. Instructional employees may make engagements, however, for individuals to confer on business with them at school at times when they are not engaged in school duties.

Ref: Ark. Stat. Ann. 80-213, 80-509, 80-1902, 80-1909.

Date Adopted: June 17, 2002

Last Revised:

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE

Definitions:

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

FMLA: is the Family Medical Leave Act

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

Instructional Employee: is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of "eligible employee" (to the extent the employee has been employed for 12 months).

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

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

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

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

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

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

Policy

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

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

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

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

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

Concurrent Leave Under the FMLA

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

Health Insurance Coverage

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

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

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Previous Position

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

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

Medical Certification

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

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

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

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

Return to Work

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

duty” certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee’s failure to do so voids the District’s obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

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

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

Leave less than 3 weeks prior to end of the semester

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

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

Definitions:

Covered active duty means

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

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

Certification

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

Employee Notice to District

Foreseeable Leave:

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

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

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

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

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

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

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave:

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

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

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave:

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

Leave less than 3 weeks prior to end of the semester

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

3.35—LICENSED PERSONNEL FAMILY MEDICAL LEAVE - continued

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

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

Date Adopted: June 14, 2004
Last Revised: April 16, 2012

3.36—LICENSED PERSONNEL ASSIGNMENT & TRANSFER

The Board of Education authorizes the superintendent to assign all teachers, professional and other employees of the Board to their respective positions upon employment. All employees are subject to assignment and transfer at the direction of the superintendent.

Insofar as possible, employees shall be assigned to positions for which they are best qualified. Also, while keeping in mind the needs of students and the need to have a balanced staff (race, sex, experience, etc.), reasonable effort shall be made to honor teacher preference in assignment.

When a tentative decision has been made to transfer an employee to another building, he/she will be so notified in writing by the superintendent. When the tentative transfer involves changes within a building, the employee will be notified orally by the principal. In all transfer cases, every effort will be made to advise the employee involved at the earliest possible time.

Legal Ref: 80-1234, 1960

Date Adopted: June 17, 2002

Last Revised:

3.37—LICENSED PERSONNEL PROBATION

A probationary teacher is one who has not completed three (3) years of employment in the Lonoke School District. A teacher employed in a school district in this state for (3) three years shall serve one additional year of probationary status upon employment by the Lonoke School District.

Ref: Act 936 of 1983

Date Adopted: June 17, 2002
Last Revised:

3.38—LICENSED PERSONNEL PROMOTION

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

Date Adopted: June 17, 2002

Last Revised:

3.39—LICENSED PERSONNEL SEPARATION

The Board of Education may not non-renew the contract of or terminate a teacher during the contract period for any cause which is arbitrary, capricious, or discriminatory. Notice of recommendations for non-renewal or termination and procedures for carrying out such recommendations shall be in accordance with state law.

If a teacher quits, refuses to teach, or otherwise breaks or violates the terms of his employment contract and enters into a contract with another school district, the Board may—petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract.

1. When it becomes evident to a principal or other administrative official that an employee in a teaching or instructional position is not doing an acceptable job, the principal or other administrative official will arrange a conference to discuss the problem and try to find a solution to it.
2. Within three days of the conference the administrator will make a report in triplicate outlining the problems as seen by the administrator and by the teacher, and the recommendations for resolving the problems. Copies of this report will be sent to the teacher and the Superintendent of Schools.
3. If the teacher does not wish to sign the report signifying his/her agreement with the report(s) he shall within three additional days make a report outlining the problem and recommendations for resolving the problem. Copies of the report will be sent to the administrator and the Superintendent of School.
4. If the teacher feels that other help is needed in resolving the problem(s), he may appeal to the Superintendent of Schools.
5. The administrator may arrange such other conferences as may be deemed necessary or advisable, and should appropriately document the results of such conferences.
6. Procedures for dismissal or non-renewal of the contracts of probationary and non-probationary employees shall be in accordance with Act 936 of 1983, a copy of which is appended to these policies.

Ref: Ark. Stat. Ann. 80-1247; Ark. Act 936 of 1983.

Date Adopted: June 17, 2002

Last Revised:

3.40—TEACHER FAIR DISMISSAL – ACT 936 OF 1983

ACT 936 of 1983

“Teacher Fair Dismissal Act of 1983”

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

Section 1. This act shall be referred to as and may be cited as “The Teacher Fair Dismissal Act of 1983.”

Section 2. The term “teacher as used in this Act shall be defined as any person, exclusive of the Superintendent of Assistant Superintendent(s), employed in Arkansas Public School district who is required to hold a teaching certificate from the Arkansas Department of Education as a condition of employment.

The term “probationary teacher” as used in this Act shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; provided, however, that an employing school district may, by a majority vote of its directors, provided for one additional year of probationary status.

Section 3. This Act is not a teacher tenure law in that it does not confer lifetime appointment, nor prevent discharge of teachers for any cause which is not arbitrary, capricious, or discriminatory.

Section 4. Every contract of employment hereafter made between a teacher and the Board of Directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement of the existing contract instrument, unless by May 1st of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher’s contract not be renewed or unless during the period of the contract or within ten (10) days after the end of the school year, the teacher shall deliver or mail by registered mail to the Board of Directors their resignation as a teacher, or unless such contract is superseded by another contract between the parties. (Termination, nonrenewal or suspension shall be only upon the recommendation of the Superintendent.)

A notice of nonrenewal shall be mailed by registered or certified mail to the teacher at the teacher’s residence address as reflected in the teacher’s personnel file. A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on the effective date of this Act or a teacher who has been given credit for a prior service in another district as authorized by Section 2 herein is deemed to have completed the required probationary period. The notice of recommended nonrenewal of a teacher shall include a simple but complete statement of the reasons for such recommendations

Section 5. A teacher may be terminated during the term of any contract period for any cause which is not arbitrary, capricious, or discriminatory. The superintendent shall notify the teacher of their termination recommendation. Such notice shall include a simple

3.40—TEACHER FAIR DISMISSAL – ACT 936 OF 1983 – continued

but complete statement of the grounds for the recommendation of termination, and shall be sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

Section 6. Whenever a superintendent has reasons to believe that cause exists for the termination that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (2) school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the board of directors is available to the teacher upon request, provided such request is made in writing within the time provided in Section 9. The hearing shall be scheduled by the president of the board and the teacher and shall be held within the time provided in Section 9 after a request for the hearing unless the teacher and the board agree to a later time.

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

Section 7. Each teacher employed by the board of directors of a school district must be evaluated in writing annually. Evaluation criterias and procedures shall be established in the manner prescribed in Act 400 of 1975. Whenever a superintendent or other school administrator changed with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or problems could lead to termination or nonrenewal of contract, the administration shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal.

Section 8. The district shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours. The teacher may submit for inclusion in the file written information in response to any of the matter contained therein.

Section 9. A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the school board of the district for a hearing. Such written request for a hearing shall be sent by certified or registered mail to the president of the school board, with a copy to the superintendent, or may be delivered in person to each of them by such teacher, within thirty (30) days after the written notice of proposed termination or nonrenewal is received by the teacher. Upon receipt of such request for a hearing, the board shall grant a hearing in accordance with the following provisions:

- (a) The hearing shall take place not less than five (5) nor more that ten (10) days after the written request therefore has been served on the board, except that the teacher and board may, in writing, agree to a postponement of the hearing to a later date.
- (b) The hearing shall be private unless the teacher or the board shall request that a hearing be public.

3.40—TEACHER FAIR DISMISSAL – ACT 936 OF 1983 - continued

- (c) The teacher and the board may be represented by representative(s) of their choosing.
- (d) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:
 - (1) The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy thereof shall be furnished the teacher, upon request, without cost to the teacher;
 - (2) A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve at its own expense, a record of the hearing, and shall furnish a transcript thereof to the teacher without cost.

Section 10.

- (a) Upon conclusion of its hearing with respect to the termination or renewal of a contract of a teacher who has been employed as a full time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or nonrenewal of such contract. The board's decision with regard to nonrenewal of a probationary teacher shall be final.
- (b) Any certified teacher who has been employed continuously by the school district three (3) or more years (or who may have achieved non-probationary status pursuant to Section 2 herein), may be terminated or the board may refuse to renew the contract of such teacher for any cause which is not arbitrary, capricious, or discriminatory, or for violating the reasonable rules and regulations promulgated by the school board. Upon completion of such hearing, the board shall, within ten (10) days after the holding of the hearing:
 - (1) uphold the recommendation of the superintendent to terminate or not renew the teacher contract, or
 - (2) may reject or modify the superintendent's recommendation to terminate or not renew the contract of the teacher, or
 - (3) may vote to continue the contract of such teacher under such restrictions, limitations, or assurances as the school board may deem to be in the best interest of the school district. Said decision shall be reached by the school board within ten (10) days from the date of the hearing, and a copy thereof shall be furnished in writing to the teacher involved, either by personally delivering the same to the teacher or by addressing the same to the teacher's last known address by registered or certified mail.
- (c) Subsequent to any hearing granted a teacher by this Act, the school board shall, by majority vote, make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or nonrenewal.
- (d) The exclusive remedy for any non-probationary teacher aggrieved by the decision by the school board shall be an appeal there from to the Circuit Court of the county in which the school district is located, within seventy-five

3.40—TEACHER FAIR DISMISSAL – ACT 936 OF 1983 – continued

(75)days of the date of written notice of the action of the school board.
Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or nonrenewal was lawful or unlawful.

Section 11. If a teacher quits or refuses to teach in accordance with his or her contract without just cause, or otherwise breaks or violates the contract between the teacher and the school district, and enters into a contract with another district or accepts employment in a position requiring a teaching certificate with another district during the term of the contract violated or broken, the board of directors of the district which first contracted the teacher may, at its discretion, petition the State Board of Education to revoke or suspend the certificate of the teacher for the remainder of the period of the broken contract in order to prohibit such teacher from teaching elsewhere during the time for which he or she has been employed under the contract.

Date Adopted: June 17, 2002

Last Revised:

3.41—LICENSED PERSONNEL NON-RENEWAL

Should the superintendent determine that he will recommend non-renewal of a teacher, the superintendent will send by certified or registered mail a statement of his recommendation of non-renewal must be mailed to the teacher by May 1, of the contract year. The notice of recommended non-renewal of a teacher shall include a simple but complete statement of the reasons for such recommendation.

The hearing procedure shall be as stated in Section (9) of Act 936 of 1983.

Ref: Act 936 of 1983

Date Adopted: June 17, 2002

Last Revised

3.42—LICENSED PERSONNEL SUSPENSION

Whenever a superintendent has reasons to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing. The superintendent shall notify the teacher in writing within two (2) school days of the suspension. Such written notice shall include a simple but complete statement of the grounds for suspension and/or recommended termination, and shall state that a hearing before the Board of Directors is available to the teacher upon request, provided such request is made in writing within the time provided in Section (9) of Act 936 of 1983. The hearing shall be scheduled by the president of the board and the teacher, and shall be held within the time provided in Section (9) of Act 936 of 1983, after a request for the hearing unless the teacher and the board agree to a later time. If sufficient grounds for termination of suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time. The salary of a suspended teacher shall cease as of the date the board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Date Adopted: June 17, 2002

Last Revised:

3.43 –LICENSED PERSONNEL—RETIREMENT

Teachers who plan to retire at the end of the school year (June 30) should notify the superintendent in writing of their plans to retire by May 31st. Any teacher retiring should contact Teacher Retirement for details concerning paperwork deadlines.

Ref: 80-1436, et seq., 1973

Date Adopted: June 17, 2002

Last Revised: April 18, 2011

3.44—LICENSED PERSONNEL DRUG FREE WORKPLACE

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug, or controlled substance or under the influence of alcohol, when engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination.

Possession, use or distribution of drug paraphernalia by any employee, when engaged in school or school-related activities, may subject the employee to discipline, up to and including termination. Possession in one's vehicle or in an area subject to the employee's control will be considered to be possession as though the substance were on the employee's person.

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately. If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period. Any employee so charged is

3.44—LICENSED PERSONNEL DRUG FREE WORKPLACE - continued

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

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

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

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

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

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

Date Adopted: July 17, 2006

Last Revised:

3.45—LICENSED PERSONNEL VACATIONS

1. All employees who work twelve (12) months will be allowed ten (10) days of vacation each year. 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 of their daily rate for days used but not earned.
2. Vacation time is allowed only after one full year of employment.
3. All vacation time for administrative and instructional personnel must be taken when school is not in session, unless approved by immediate supervisor.
4. No more than 5 days in succession may be taken without approval of immediate supervisor.
5. No more than five (5) vacation days may be carried over to the next fiscal year.
6. A Friday summer work day counts as a full vacation day.

Date Adopted: June 17, 2002

Last Revised: April 18, 2011

3.46—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by a principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$100 will be held until total receipts are equal to or greater than \$100. 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. .

All requests for materials must be made by the end of November of each year.

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

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

Date Adopted: July 21, 2005
Last Revised: April 16, 2012

3.47—ASSIGNMENT OF TEACHER AIDES

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

Legal References: A.C.A. § 6-17-201

Date Adopted: July 21, 2005
Last Revised:

3.48—LICENSED PERSONNEL CELL PHONE USE

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

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination.

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

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

Legal Reference: IRS Publication 15 B

Date Adopted: July 17, 2006
Last Revised: April 16, 2012

3.49—EMPLOYEE BENEFIT VENDORS

Effective July 1, 2003, at least ten percent of the employees of the Lonoke School District must agree to participate before a new employee benefit vendor may be offered as a benefit program of the Lonoke School District.

This will not apply to programs in existence prior to 7/1/03.

Date Adopted: June 16, 2003

Last Revised:

3.50—OVERTIME, LEAVE OF ABSENCE AND COMPENSATORY PAY FOR EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS ACT

Purpose

The purpose of this policy is to ensure that the Lonoke School District (the “District”) complies with the minimum wage, overtime pay, compensatory pay and record keeping requirements of the Fair Labor Standards Act (FLSA) of the United States. The FLSA requires that overtime be paid to non-exempt employees either in the form of monetary compensation or compensatory time at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in *excess of 40 hours per week*.

Exempt Employees

Certain employees are exempt from coverage under the FLSA and are not subject to compensation for overtime work. Exempt employees include executive, administrative, and professional employees such as teachers, counselors, supervisors, and administrators. Employees or supervisors who are unsure if an employee is exempt from coverage should consult with the District’s Administration.

Covered Employees

All employees in the job classification listed below are non-exempt employees and are therefore covered under the FLSA: Teacher aides, bookkeepers, bus drivers, custodians, food service workers, maintenance personnel, receptionists, secretaries, transportation staff and non-teaching staff (no teaching certification required).

Employment Relationships

An employment relationship is not created between student teachers or students and the District.

An employment relationship is not created between the District and individuals who volunteer or donate their time to the District as a public service without contemplation of pay.

The hiring of off-duty policemen or deputies on a part-time basis by the District for crowd control or for security purposes does not create a joint employment relationship between the District and the employers of the policemen or deputy. The District is separate and distinct and acts entirely independent of other governmental entities.

A joint-employee relationship does not exist between the District and any entity contracted to provide transportation services, security services or other services.

Hours Worked

The workweek for the District begins on Monday and ends on Sunday. Each employee subject to the FLSA shall be paid for all hours worked. Compensable time includes all time that an employee is required to be on duty.

Hours shall be accurately recorded by each employee in the manner provided by the District. Employees shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at or about the time specified by the District, unless requested to work overtime by his or her immediate supervisor. All overtime shall be recorded by each employee by time sheet or by time clock.

3.50—OVERTIME, LEAVE OF ABSENCE AND COMPENSATORY PAY FOR EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS ACT – continued

They will sign in and sign out at their identified work site. They will also sign out for meal periods and other instances in which they are not working.

Supervisors and building-level principals shall review and approve each time record or sign-in sheet weekly.

All employees must sign in for themselves. Any employee who clocks in or out or signs in or out for another employee will be subject to dismissal. Any employee who asks another employee to clock in or out or sign in or out for him or her will be subject to dismissal.

Every non-exempt employee will review and report any discrepancies in their time records. They are required to sign the time sheet verifying that the time sheet reflects a true and accurate record of hours worked that pay period.

Breaks and Meal Periods

The District is not obligated or required to provide meal periods but will provide two (2) fifteen minute breaks per day for employees who work more than twenty (20) hours per week. Meal periods in which employees are not relieved of duty are compensable. Those employees with bona fide meal periods shall be completely relieved of duty for the purpose of eating a regular meal and shall be free to leave the work site during this period.

Basic Monetary Requirements

Employees subject to FLSA shall be paid not less than the current minimum wage.

Overtime Pay

Generally, employees subject to FLSA shall be paid not less than 1.5 times his or her regular rate of pay for all hours worked over 40 in a workweek. For those employees working two or more jobs for the District, overtime pay shall be calculated on the basis of a blended hourly rate on all jobs worked calculated by dividing the total amount of remuneration received in a work week by the total hours worked in that work week. The employee shall be paid one-half of the blended hourly rate times the number of hours worked over 40.

Overtime pay due an employee shall be computed on the basis of the hours worked in each workweek and the overtime compensation earned by an employee shall be paid on the next regular payday for the workweek in which the overtime was worked. Overtime or compensatory pay may not be waived by an agreement between employer and employees.

The granting of compensatory time off in lieu of paying overtime pay is permitted provided compensatory time is awarded on a one-and-one-half time basis for each hour of overtime worked. The District reserves the right to grant compensatory time in lieu of paying employees monetary compensation. The supervisor and employee must have a written agreement or understanding that the employee will receive compensatory time before the work is performed. The employee may accumulate a maximum of 40 hours compensatory time hours. The employee must take the compensatory time when it is agreeable with the supervisor.

3.50—OVERTIME, LEAVE OF ABSENCE AND COMPENSATORY PAY FOR EMPLOYEES SUBJECT TO THE FAIR LABOR STANDARDS ACT - continued

Regular Rate of Pay

Any overtime pay will be based on the employee's regular rate which will include all remuneration for employment. For those employees paid a simple hourly rate the overtime will be based on that hourly rate. For those employees paid on a salary basis, the monthly salary will be reduced to its hourly rate equivalent. Employees shall be paid for each and every hour worked.

Authorization for Overtime Work Required

Each District employee responsible for the supervision of employees subject to the FLSA shall, prior to permitting any overtime work, receive authorization from the Supervisor.

Non-exempt employees who work overtime/compensatory time without prior approval must be allowed to claim the hours worked in accordance with the FLSA. If the supervisor determines that the work was unforeseen or emergency in nature, it should be approved. If the supervisor determines that the performance of the work was unnecessary at the time it was performed, the hours worked must be paid to the employee, but disciplinary action must be taken for failure to follow established policy.

Record Keeping

The Superintendent shall require all records on wage, hours and other items listed in the record keeping regulations to be kept by the business office for time specified by the FLSA.

The Superintendent or his or her designee shall secure a sufficient quantity of minimum wage posters. One poster shall be displayed in each District work site.

Leave Requests

All non-exempt employees are required to submit a leave form when they are absent from work. The leave form must reflect the reason for the absence and it must fall within current Lonoke School District Board Policy. Any leave outside board policy requires prior approval of the board. It is the responsibility of the employee to submit a leave form, prior to the requested leave if possible, or in the event of an unforeseen or emergency leave, the form is to be completed the day the employee returns to work.

All payment for leave is entered into the time records (non-worked hours) from the leave forms. If an employee fails to submit a leave form, or is late submitting the form, it could delay or cause payment for the leave not to occur.

Date Adopted: June 16, 2003

Last Revised:

3.51—PARENT-TEACHER COMMUNICATION

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

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences¹. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

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

Date Adopted: October 17, 2005

Last Revised: April 16, 2012

3.52—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief¹. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted: June 30, 2008
Last Revised:

3.53—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

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;

3.53—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING - continued

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

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

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

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

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

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

- a. Sarcastic comments about another student's personal appearance or actual or perceived attributes,
- b. Pointed questions intended to embarrass or humiliate,
 - a. Mocking, taunting or belittling,
 - b. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
 - c. Demeaning humor relating to a student's race, gender, ethnicity, actual or perceived attributes,
 - d. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
 - e. Blocking access to school property or facilities,
 - f. Deliberate physical contact or injury to person or property,
 - g. Stealing or hiding books or belongings, and/or
 - h. Threats of harm to student(s), possessions, or others.

3.53—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING - continued

- i. Sexual harassment, as governed by policy 3.30 is also a form of bullying.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: July 17, 2006
Last Revised: March 12, 2012

3.54 - NATIONAL BOARD CERTIFICATION

Any teacher who earns National Board Certification will receive a \$500 stipend each semester.

Date Adopted: November 29, 2004

Last Revised:

3.55—LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: June 25, 2007
Last Revised:

3.56—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: June 30, 2008

Last Revised: April 18, 2011

3.57—CLUB STIPENDS

1. All club sponsors must present to the building principal by September 30 of each year an annual club plan which must include: 1) a minimum of 6 scheduled meetings; 2) one service project; 3) amount of club dues, if applicable; 4) type of fundraiser, if applicable; 5) explanation of the club's impact on student learning; and 6) a schedule for proposed field trips and their impact on student learning (all field trips must be pre-approved by building administration).
2. Sponsor must provide documentation to the building principal by March 31 of each year that the club plan was followed.
3. New clubs (after Board approval of this policy) must be accredited by the AAA.
4. A one time stipend of \$300.00 will be given for each approved club.
5. School clubs are designed to enhance student interest and learning and will not supplant instructional time. Sponsors will not use classroom instruction time for club meetings or activities unless those activities are an extension of the curriculum being taught.
6. All clubs and club sponsors must be approved by building administration.

Date Adopted: June 30, 2008

Last Revised:

3.58—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy 7.14—EXPENSE REIMBURSEMENT

Date Adopted: April 18, 2011

Last Revised:

3.59—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of the teacher to secure monetary collections daily with the secretary for safe keeping. It is the responsibility of the secretary to deposit such funds they have collected at least weekly into the appropriate accounts for which they have been collected.

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

Date Adopted: April 18, 2011

Last Revised:

3.60—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

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

Legal References: A.C.A. § 6-17-401

Date Adopted: April 18, 2011

Last Revised: April 16, 2012

3.61 –LICENSED PERSONNEL BENEFITS

The Lonoke School District provides its licensed personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One (1) sick leave day per contract calendar month, or greater portion thereof, received July 1, and
5. Two (2) personal days.

Legal Reference: A.C.A § 6-17-201

Date Adopted: April 18, 2011

Last Revised:

3.62 – LICENSED PERSONNEL WORKER’S COMPENSATION POLICY

The method and procedure of filing claims, determination of awards, continued leave or continued employee benefits pursuant to such claims shall be as provided by Arkansas law.

When a work related injury or illness occurs, the district shall:

1. Determine if injured or ill employee needs an escort and, if required, accompany (or delegate a responsible person to escort) the injured employee to a designated medical treatment facility.
2. Remind the injured or ill employee regarding Workers’ Compensation reports which are required containing details of a work related injury or illness, and provide the required Workers’ Compensation forms to the injured or ill employee or an immediate family member.
3. Immediately investigate the injury and complete the First Report of Injury or Illness form based on knowledge of employee’s actual duties at the time of injury, working conditions at the time of injury (weather conditions, equipment used, safety, other party involvement, general job duties, condition of work area, etc.), and question witnesses for probable causes.
4. Ensure medical treatment is immediately obtained.
5. Require a Physician’s Certificate in case of any absence due to injury or illness.
6. Complete the Workers’ Compensation Supplemental Report immediately upon the employee’s return to work.

When a work related injury or illness occurs, the employee shall:

1. Employee shall notify the immediate supervisor immediately after a work related injury or illness.
2. The employee is solely responsible for completing the Employee’s Notice of Injury form and returning the form to the superintendent’s office as soon as possible after a work related injury or illness. The preparation of the Notice of Injury form is not the responsibility of district staff.
3. Employee shall obtain an initial examination from the district’s designated physician. If needed, contact the superintendent’s office or your immediate supervisor to verify the name and location of the district’s designated physician.
4. Employee shall provide a physician’s certificate to support a claim for any absence due to a work related injury or illness.
5. Employee shall keep all appointments (medical, physical therapy, etc.) subsequent to a work related injury or illness. Failure to keep appointments may result in termination of Workers’ Compensation.
6. Employee shall return to regular duty when permitted by the physician.

3.62 – WORKER’S COMPENSATION POLICY - continued

If eligibility for Workers’ Compensation is established:

1. Employee may elect to request unused accumulated sick and/or personal leave benefits to supplement Workers’ Compensation wages.
2. Sick leave and/or personal leave benefits combined with Workers’ Compensation wages shall not total more than 100% of the employee’s current daily rate of pay.

Date Adopted: April 18, 2011
Last Revised: