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# LICENSED PERSONNEL

### **3.1—LICENSED PERSONNEL SALARY SCHEDULE**

Salary Schedules may be found on the Jonesboro Public Schools website at <https://www.jonesboroschools.net/salaries>

#### **Salary Determination**

All LICENSED employees of the Jonesboro Public School will be given credit for HOURS earned at colleges or universities accredited by the North Central Association, or another accrediting agency of comparable rank. For the purposes of this policy, a master’s degree or higher is considered “relevant to the employee’s position” if it is related to education, guidance counseling, or the teacher’s content area and has been awarded for successful completion of a program at the master’s level or higher by an institution of higher education accredited and Arkansas statutory requirements applicable at the time the degree was awarded. For hours to count on the salary scale, hours must be taken in sequence (after a degree is granted) as follows:

BSE - BSE+15 - MSE - MSE+15 - MSE+30 - MSE+45 - EDS - EDD

Hours must be earned and submitted to the Central office no later than September 1 of the current year to be credited for the purpose of a salary upgrade. An unofficial transcript must be submitted to the office of the superintendent for credit to be granted. Advancement earned during the school year will not become effective until the beginning of the next school year.

The pay scale for 45-48 hour master’s degree programs will be equivalent to a Master’s +15. It will be the responsibility of the employee to provide supporting documentation verifying minimum degree requirements. This proposal is not intended to affect the policy for programs requiring less than 45 hours (i.e., a 36-hour MSE would not qualify for MSE +15 upon completion of 9 additional hours).

Years of experience will follow Arkansas Teacher Retirement guidelines that recognize 160 days or more as one full year of service credit. Fractional years will not be recognized by the Jonesboro School District. Non-Jonesboro School District experience in public schools or state accredited private schools or accredited institution of higher education within the State of Arkansas as a LICENSED teacher only shall be counted for pay purposes in the Jonesboro Public School District Employees working half time for a full year in the Jonesboro School District will be counted as ½ year with two half years being considered one year for experience.

Verification of college hours earned and years of experience should be presented in writing upon initial employment. Credit will only be granted at the time the contract is issued.

#### **Arkansas Professional Pathway to Educator Licensure (APPEL) Program**

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor’s degree with no experience, unless the APPEL program employee has previous teaching experience which requires a different placement on the schedule. Upon receiving his/her initial or standard teaching license, the employee shall be moved to the position on the salary schedule that corresponds to the level of education degree earned by the employee which is relevant to the employee’s position. Employee’s degrees which are not relevant to the APPEL program’s position shall not apply when determining his/her placement on the salary schedule. A teacher with a non-traditional provisional

license shall be eligible for step increases with each successive year of employment, just as would a teacher possessing a traditional teaching license.

Any time a raise, transfer, reassignment, new position, or other personnel event results in a gross increase in salary of more than 5%, the board must resolve to approve same.

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

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

**Substitutes**

Substitute pay for any teaching position will be the approved daily rate. Substitutes in non-teaching positions will be paid the federal minimum wage or an appropriate amount determined by the superintendent. A substitute will not be offered a contract until the original employee resigns.

<b>Substitute Salary Schedule</b>	<b>Rate</b>
Licensed Substitute	\$95.00
Long Term Substitute (must be approved by the Superintendent or Assistant Superintendent to sub for an extended period of time)	\$120.00
Administrative Substitute	\$120.00
In School Suspension Substitute	\$105.00
Nurse Substitute	\$120.00
Classified Substitute	\$11.00/hr

**Payroll Dates**

Employees of the Jonesboro School District will receive two checks per month. These checks will be issued on the 15th and 30th of each month. If these dates fall on a Saturday, Sunday or a holiday, the pay date will be the nearest working date prior to the non-working day. Employees with contracts less than 11 months will receive their final installment in the month of June. All paychecks will be disbursed by the end of the fiscal year.

**Payroll Installment Election**

All new personnel to the district will receive their contracted salary in 24 installments. 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.

**Area Technical Center -- Method To Determine Area Technical Center Teaching Salaries**

### Non-Degreed or Associate College Degreed

Previous work and teaching experience will determine the years of experience granted for pay purposes on the BSE degree level. Work experience must be directly related to the teaching assignment.

### College Degreed Non-Certificated

1. The college degree held and all work and teaching experience will determine the placement on the LICENSED salary schedule. The work experience must be related to the teaching assignment. The work experience will be established at the beginning of the first contract and will not be changed thereafter.
2. The college degreed personnel will receive a supplement equal to that given those who have certificated degrees.

### **National Board Certification**

The Jonesboro Public Schools will provide a \$3,000.00 salary supplement to teachers upon achieving National Board Certification per fiscal year. As soon a National Board Certification is achieved, the supplement will be prorated. The supplement is applicable for the ten-year life of the certificate. This supplement is in addition to a ten-year annual payment that the teacher will receive directly from the State for achieving National Board Certification.

### **Vacation**

Twelve-month teachers and building administrators shall receive two weeks paid vacation during the summer when school is not in session. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced for the days used but not earned. Earned but unused vacation will be paid upon resignation, retirement, termination, or nonrenewal at the employee's applicable daily rate of pay. Twelve month licensed employees who have not used all their vacation days by June 30 may carry over their days upon approval of the Superintendent.

The superintendent and assistant superintendents shall receive twenty (20) days of vacation per school year.

### **Holidays**

Eight (8) days for Holidays will be granted to LICENSED employees on 260 day contracts according to the schedule below:

July 4

Thanksgiving (2)

New Year's Day

Memorial Day

Labor Day

Christmas (2)

Cross Reference: Policy 1.9—POLICY FORMULATION

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

A.C.A. § 6-20-2305(f)(4)  
DESE Rules Governing School District Requirements for Personnel Policies,  
Salary Scheduled, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: March 11, 2008  
Last Revised: June 11, 2009  
April 12, 2011  
April 10, 2012  
April 9, 2013  
June 11, 2013  
May 11, 2015  
May 10, 2016  
May 9, 2017  
May 8, 2018  
June 25, 2019  
June 9, 2020



## 3.2—LICENSED PERSONNEL EVALUATIONS

### **Definitions**

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

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

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

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

### **Teachers**

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

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

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

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

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

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

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

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

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

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

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

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

### **Building Level or District Level Evaluations**

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

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

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

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

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. His/her job performance will be measured on how well the PGP's goals have been met.

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

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

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

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

Date Adopted: March 11, 2008

Last Revise April 13, 2013  
June 11, 2013  
May 11, 2015  
June 9, 2015  
June 12, 2017  
May 8, 2018

## 3.2.1 Evaluation Procedures

### General Provisions

1. Evaluators included in the district's personnel performance plan shall be trained in the skills of observation, evaluation, and staff development.
2. All elements of evaluation shall be conducted openly and with full knowledge of the individual in a professional manner that provides for the fair and equal treatment of all employees.
3. If more than one administrator is in a building, a specific administrator shall be assigned to evaluate specific teachers.
4. Data collected for the purpose of evaluation shall be limited to activities essential to the duties and responsibilities of the job. Student test results are not appropriate data for use in personnel evaluation.
5. The evaluation criteria of this district include the competencies required by the state of Arkansas. All competencies required in this district above the minimum are included on the same form and in any discussion of those required by the state. All criteria shall be designed to measure the quality of instruction and performance of duties and responsibilities and shall be observable and measurable.
6. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect an individual's performance, such as class size, special learning disabilities of students, the time of the observation (the morning following a night activity held in the teacher's classroom or on days of special activities such as picnics or homecoming), the quality and quantity of teaching materials, physical facilities, adequate financial resources.
7. An individual may grieve any misapplication or misinterpretation of this policy through the district's grievance procedure.

### Data Collection

Data collected for classroom teacher evaluation will include classroom observations, review of lesson plans and other written records, and validated documentation of performance of other duties and responsibilities. The following guidelines will govern observations:

1. Probationary teachers shall have at least two formal (announced) observations and one informal (unannounced) observation; career teachers shall have at least one formal (announced) and one informal (unannounced) observation per year. This does not preclude the district from making additional informal (unannounced) observations. Upon request, teachers shall be granted one additional formal (announced) observation.
2. All formal (announced) observations shall be long enough to permit the evaluator to observe a complete teaching performance, including the beginning and the ending of a lesson. All required observations (formal and informal) shall be a minimum of thirty minutes.
3. It is recognized by this procedure that no classroom observation of minimum length will offer the evaluator the opportunity to observe every teaching competency identified in the approved evaluation instrument.
4. Faculty members shall be notified at least 24 hours before a formal (announced) observation is to occur. Faculty members do not have to be notified before the informal (unannounced) observations.

5. The teacher, upon request, shall be provided a copy of all notes filed by the evaluator concerning the observation, whether informal (unannounced) or formal (announced).
6. No observations for the purpose of evaluation shall be conducted on the day before or after the Christmas holiday or the day of a teacher's return to school following an extended illness.
7. Required observations shall be at least two weeks apart unless required more frequently by the teacher.

Data collected for evaluations of media specialists, counselors, and administrators will include observation, an on-site interview with hands-on examination of records and materials, and validated documentation of performance of other duties and responsibilities. The following guidelines will govern the observation(s) and interview:

1. Probationary media specialists and counselors shall have at least two observations (at least one of which is formal) and one interview; career media specialists and counselors shall have at least one formal observation and interview per year. This does not preclude the district from making additional observations. Upon request, media specialists and counselors shall be granted one additional formal (announced) observation or one additional opportunity to produce written documentation of performance indicators.
2. The guidelines governing the observation(s) of group instruction for media specialists and counselors shall be the same as those for classroom teachers (see nos. 2-7 above).
3. The interview (used in lieu of one of the required observations for classroom teachers) shall be held in the individual's office and shall be a minimum of thirty minutes. Prior to or during the interview, the evaluator shall be provided access to records, files, sample forms, and other written documentation of applicable performance indicators.
4. Administrators new to their positions shall have at least one observation and interview per semester for the first three years. Career administrators shall have at least one observation and interview per year. All records and communications will be subject to review by the evaluator. Upon request, administrators shall be granted one additional observation and/or opportunity to produce written documentation of performance indicators.

### **Conferences**

Conferences are a necessary component of evaluation in order to ensure open and effective communication in the evaluation process. The following guidelines pertaining to evaluation conferences are minimum requirements:

1. All formal (announced) observations shall be preceded by a conference between the evaluator and the individual to be observed so that the evaluator can be apprised of the length of presentation, objectives, methods, and materials planned for the situation observed.
2. The results of all required and additional observations, formal (announced) or informal (unannounced), shall be shared with the individual observed as soon as possible, but in no case later than five working days.
3. The purpose of post-observation/interview conferences is to confirm data collected, provide feedback and provide assistance to the individual.
4. All required observations and/or interviews shall be followed with a post-conference held in a confidential setting at a time agreeable to both the individual and evaluator within the allotted five days.

5. Each post-conference shall result in a written formative evaluation which the individual shall sign, signifying receipt. The individual shall receive a copy of this completed evaluation instrument and may attach a written response to all copies of any written evaluation.
6. Data collected through optional informal (unannounced) observations shall be shared in writing and/or discussed with the individual within the allotted five days.
7. A summary evaluation of an individual's performance for the year shall be prepared based upon data collected during the year. A conference will be held, at which time the individual will acknowledge receipt of this evaluation by signing and being given a copy of the written instrument. Possible targets for an individual improvement plan for the following year will be discussed. This summative evaluation will be submitted to the Central Office no earlier than April 1.

### **Unacceptable Performance**

A finding by an evaluator of unacceptable performance by an individual must be put in writing and include a specific statement of what is unacceptable, specific ways to improve and specific assistance to be provided by the evaluator and school district. If an evaluator believes an individual's performance may lead to probation, dismissal or non-renewal, the evaluator shall give the individual clear warning of possible consequences of the individual's unacceptable performance. Such warning shall be provided in writing a minimum for 45 working days prior to any personnel action in order for the individual to have sufficient time to make observable progress in remedying the unacceptable performance. The evaluator will determine if improvement has been made by re-evaluating the individual at an agreed upon time.

### **Individual Improvement Plans**

Individual Improvement Plans are plans cooperatively developed by the individual and his/her supervisor or evaluator. These plans, limited in scope, provide opportunities for the individual to gain knowledge and skills he/she feels are important to the improvement of job performance. The plan will include a timeline for demonstrating progress in meeting goals and specify the number of times a goal may be repeated. When no significant areas of need are identified, the Individual Improvement Plan shall be used for the general guidance of continued professional development. The district shall provide an on-going in-service staff development program designed to support the professional needs of personnel as well as to promote system-wide goals and objectives and to provide assistance for the further professional development of personnel. The program shall be developed cooperatively between teachers and administrators.

### **Review of Procedure**

Upon approval, this evaluation policy will become a part of the district personnel policies. The policy (including procedures, instruments and forms) will be reviewed annually by an ad hoc committee of teachers and administrators. Any changes recommended by the review committee will be considered through the negotiation process for presentation to the superintendent for recommendation to the board of education.

### **Probation of Non-Continuing Professional Personnel**

Notification of probation of non-continuing professional staff members shall be in accordance with local Board policies.

**Continuing Professional Personnel**

A Permanent Teacher or Continuing Teacher is any teacher who has been employed or who is hereafter employed in the same school district for three (3) successive years and who has continued and thereafter continues to be employed as a full-time teacher by the school district.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: March 11, 2008

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

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

Date Adopted: March 11, 2008

Last Revised:



### **3.4—LICENSED PERSONNEL REDUCTION IN FORCE**

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the 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. The lack of interest in an activity, smaller enrollment than expected, insufficient monies to fund a program, etc. are some of the reasons staff reduction might be necessary. 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.

In any case concerning staff reduction, the following criteria will be used to determine what position(s) will be eliminated. This criteria is not in order of priority, but all items should be used when considering staff reduction:

- Longevity in district;
- Total years of experience;
- Degree of responsibility in a Department;
- Education preparation;
- Building Principal recommendation(s);
- Annual evaluation.

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.

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

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: March 11, 2008

Last Revised:

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

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

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

Note: The following language is offered as suggestive for the cover memo.

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

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

Date Adopted: March 11, 2008

Last Revised: April 12, 2011

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

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

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

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

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

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

LICENSED employees who are prevented from obtaining the required 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. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

Teachers, and administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve PD offerings and to revise the SLIP.

PD exchange days are those days that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, exchange days of PD it will allow to be substituted for District scheduled PD offerings. Teachers will be allowed to earn three (3) exchange days.

The District administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments.

Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

To the extent required by DESE Rules, employees will receive up to (6) hours of educational technology PD that is integrated within other PD offerings.

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

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

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

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

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

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

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

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

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

The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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

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

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

All licensed personnel shall receive two (2) hours of training related to compliance with the District's anti-bullying policies to include:

- A. Bullying prevention;
- B. Recognition of the relationship between incidents of bullying and the risk of suicide; and
- C. The licensed employee's duties and the District's anti-bullying policies.

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

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

Teachers' professional development shall meet the requirements prescribed under the Teacher Excellence and Support System (TESS).

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

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

LICENSED personnel may earn up to twelve (12) hours of 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 DESE rules that deal with professional development. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

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

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

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

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

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district /school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);

- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System(A.C.A. § 6-15-1302);
- TESS(A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program(A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).

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

Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
 DESE Rules Governing Professional Development  
 DESE Rules Governing the Arkansas Educational Support and Accountability Act  
 DESE Rules Governing the Arkansas Financial Accounting and Reporting System  
 and Annual Training Requirements  
 DESE Rules Governing Students Special Needs Funding  
 DESE Advisory Guidelines for the Use of Student Restraints in Public School or  
 Educational Settings  
 A.C.A. § 6-10-121  
 A.C.A. § 6-10-122  
 A.C.A. § 6-10-123  
 A.C.A. § 6-15-1004(c)  
 A.C.A. § 6-15-1302  
 A.C.A. § 6-15-1303  
 A.C.A. § 6-15-1703  
 A.C.A. § 6-15-2907  
 A.C.A. § 6-15-2911  
 A.C.A. § 6-15-2912  
 A.C.A. § 6-15-2913  
 A.C.A. § 6-15-2914  
 A.C.A. § 6-15-2916  
 A.C.A. § 6-16-1203  
 A.C.A. § 6-17-429  
 A.C.A. § 6-17-703  
 A.C.A. § 6-17-704  
 A.C.A. § 6-17-708  
 A.C.A. § 6-17-709  
 A.C.A. § 6-17-710  
 A.C.A. § 6-17-711  
 A.C.A. § 6-17-2806



A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-2004  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303(15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: March 11, 2008  
Last Revised: June 14, 2011  
April 10, 2012  
June 11, 2013  
April 28, 2014  
May 12, 2014  
May 11, 2015  
May 10, 2016  
June 12, 2017  
July 10, 2018  
June 25, 2019

### 3.7—LICENSED PERSONNEL BUS DRIVER DRUG TESTING

#### Definitions

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

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

“Safety sensitive function” includes:

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

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

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

#### Scope of Policy

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

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

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

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

All employees who perform safety-sensitive functions shall annually submit a written authorization for the District to conduct a limited query of the employee’s information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District’s limited query of the Clearinghouse shows that information exists in the

Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

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

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

remaining on duty for a minimum of twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

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

### **Reporting Requirements**

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

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

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

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

Legal Reference: A.C.A. § 6-19-108  
A.C.A. § 6-19-119  
A.C.A. § 27-51-1504  
A.C.A. § 27-23-201 et seq.  
49 C.F.R. § 382-101 – 605  
49 C.F.R. § part 40  
49 C.F.R. § 390.5

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

Date Adopted: March 11, 2008  
Last Revised: April 28, 2014  
June 9, 2020

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

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is an absence from work due to illness, whether by the employee or employee’s spouse, child, parent, grandparent, mother or father in law, brother, sister, grandchildren or any other relative provided the other relative lives in the same household as the employee. Gratuinity Leave may be used for sick leave.
3. “Chronically Absent” is absence from work, whether paid or unpaid, that exceeds ten percent (10%) of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Accumulated Sick Leave” is the total of unused sick leave. Employees will earn one day sick leave per month according to the length of their annual contract. There shall be no maximum on the number of sick leave days accumulated. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee as defined by the Family Medical Leave Act (FMLA).
6. “Extended family” means an employee’s family related by blood, adoption, or marriage.

#### **Sick Leave**

Licensed personnel will be allowed to transfer from other Arkansas school districts up to ninety (90) earned and unused sick leave days by submitting proof of those days to the Jonesboro School District. Those employees returning from a leave of absence will not lose their sick leave accumulated prior to leaving.

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal. Such approved sick leave shall not exceed one day.

Employees who are adopting or seeking to adopt a minor child or minor children may use sick leave days in any school year for absences relating to the adoption. See also, 3.32-LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which may also apply. Except for bonding time, documentation shall be provided by the employee upon request.

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

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 3.32-LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

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

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

If an employee is chronically absent as defined by this policy, disciplinary action may be taken against the employee, which could include a recommendation of termination or nonrenewal, to the School Board. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

### **Payment for Unused Sick Leave**

Employees who have at least ten (10) or more years of contracted service in Jonesboro Public Schools and have an excess of 90 sick days earned in Jonesboro Public Schools, may request a buyback option for unused sick days not to exceed five (5) days in a school year. Upon receiving the request and approval, the amount to be paid will be determined by multiplying the requested amount of days by the current daily substitute pay. The buy back option will occur at the conclusion of each school year.

Employees who have at least ten years of service in the Jonesboro District will be eligible to receive compensation for sick days not to exceed 90 days at the time of retirement. To be eligible under this policy, an employee must make an application to and be qualified for retirement by the Arkansas State Teacher Retirement System and not be returning to the district as a full time employee in the next fiscal year. This benefit may be requested by an employee only one time.

Upon application and approval for retirement, the amount to be paid will be determined by the following process:

Step #1 Count the number of sick leave days accumulated by the employee, not to exceed 90 days.

Step #2 Multiply the current daily LICENSED substitute pay by the total days found in Step #1.

### **Personal Illness Days**

LICENSED individuals who have been employed by the Jonesboro District for a total of three years are eligible to take advantage of the Personal Illness Policy. Employees will receive five (5) additional days per year cumulative to forty (40) days as Personal Illness Days. An employee absent from school due to an FMLA qualifying illness (self only) or pregnancy in excess of his/her accumulated sick, gratuity and vacation leave may use personal illness days upon approval of the superintendent or designee. For each day's absence under this part of the sick leave policy, prevailing gross cost of a substitute shall be deducted from the employee's pay whether or not a substitute is used.

## **Funeral Days**

In the event of death in the immediate family an employee may use four (4) days without loss of pay at the time of/and for the purpose of attending the funeral. If more days are needed, each individual must request that additional days be sick leave, personal leave, leave without pay, or a combination of these.

An employee may use two (2) days without loss of pay for the death of an extended family member at the time of/and for the purpose of attending the funeral. If extra days are needed for a relative, he/she may request sick leave, personal leave days, leave without pay, or a combination of these.

## **Request for Transfer of Sick Leave**

Jonesboro Public School employees are allowed to share their sick leave days (excludes personal illness days) with their spouse, parent, sibling, or child currently employed by the District. The employee receiving the sick leave must have exhausted all sick, gratuity, vacation, personal illness or any other leave days before receiving days from their relative. The employee contributing the sick day(s) must maintain a minimum balance of 12 days. The spouse, parent, or child contributing the sick day(s) must complete a "*Request for Transfer of Sick Leave*" form and have this form signed and dated by the Assistant Superintendent. All "*Request for Transfer of Sick Leave*" days used must be submitted prior to payroll dates. If the "Request for Transfer of Sick Leave" form is not received in the finance office before the payroll is processed for that pay period, the transfer of sick leave will not cover days missed during that pay period.

## **Leave of Absence – Illness/Maternity/Adoption**

LICENSED employees with at least four years of experience in the Jonesboro School District may request a leave of absence for illness or maternity. Leave shall be requested on the prescribed form and will be granted by the Board on recommendation of the principal and superintendent. The employee, upon his or her return following his or her leave, will be offered a position for which he or she is certificated. Leave will be approved for only one year.

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

Any individual who has been employed by the district for a minimum of one year and is absent four days due to illness of themselves or immediate family members may be eligible for FMLA.

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

## **Sick Leave and Outside Employment**

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



district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 3.18---LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32---LICENSED PERSONNEL FAMILY MEDICAL LEAVE  
3.44---LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS'  
COMPENSATION

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

Date Adopted June 10, 2008  
Last Revised: April 10, 2012  
April 28, 2014  
May 11, 2015  
May 10, 2016  
May 9, 2017  
May 8, 2018  
June 9, 2020

### 3.9-- LICENSED PERSONNEL SICK LEAVE BANK

The Jonesboro Public Schools will administer a self-supporting sick bank for all full-time personnel who wish to participate. Participation shall be on a voluntary basis. After the election to participate in the sick bank has been made, the participation shall be continuous, unless the finance office receives a written request from the participant by September 15 for withdrawal of membership in the sick bank. Days contributed to the sick bank by signed authorization cannot be returned to the participant. Participants shall contribute one (1) day of earned sick leave per school year, except in a school year in which a balance of 300 or more days were carried forward in the sick bank. Unused sick days remaining in the sick bank at the end of a school year shall carry forward to the next year. In the event sick days are depleted during a school year, continuous membership forms on file shall be considered as permission to replenish the sick bank with an additional donated day by participants.

*If a continuous participant has no earned sick days to contribute to replenish the sick bank, membership ceases until the earned day can be contributed.*

1. A new full-time employee must submit a signed agreement to the finance office authorizing the contributed day.
2. The employee is immediately eligible to participate in the sick bank after contributing one day of earned sick leave and submitting the authorization to the finance office.
3. Participant may apply only after the following conditions- **(a)** all sick, gratuity, and vacation days have been used and **(b)** there have been **5 days missed without pay** (or using 5 personal illness days if available) for the condition pertaining to the current request.
4. No participant shall receive more than sixty (**60**) days from the sick bank in any one fiscal year. Participant must be a current member of the sick bank prior to their diagnosed illness/accident and request for sick bank days.
5. The applicant may only apply for a maximum of **20 days per request**. Applicant may apply for additional days and the application will be reviewed by the committee.
6. Sick bank days **will not** be issued retroactively. Days will only be granted for absences from working days and will not be granted for holidays or vacation days.
7. Sick bank days shall be granted to a participant for **themselves, their spouse, or children**. Days will be granted in cases of emergency caused by a serious illness or serious accident that prevents the participant from performing over 50% of his/her work duties and requires prolonged treatment. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident or heart attack.
8. A participant may request **up to 10 sick bank days** that may be used for parent care in case of catastrophic events or illness. Application must be sent to sick bank committee.
9. Participants shall submit an application accompanied by a physician's certification as to the nature of the illness/accident, the probable length of disability, and detailed work restrictions. The application and physician's certification must be submitted as soon as the needed leave date is known. **Requests will not be considered until all the required information is provided.**  
\*The application must be hand delivered, put in the mailbag, or mailed directly to the sick bank committee. **NO** faxes will be accepted.
10. The committee will meet within 5 days of the request to make a decision on the application. The applicant will be notified by email and/or letter with the committee's decision.

11. For job-related accidents, sick bank days may be granted only after consideration is given to any compensation received by the participant from other governmental agencies or consideration of other disability payments. Members are not allowed Workman’s Compensation AND sick bank.
12. Neither normal pregnancy, nor elective or non-emergency surgery shall qualify for withdrawal of sick bank days.
13. No days will be granted for surgery which in the opinion of the medical experts can be performed during the summer months or, for 11 and 12 month contracted employees, during vacation time.
14. If the participant is awarded days he/she may not work a 2nd job or perform duties outside of school while on sick leave. If bed rest is the physician’s recommendation and the purpose for application to sick bank, the member is to adhere to treatment. Any person in violation of this condition will be responsible for repayment of sick days and termination from the Sick Leave Bank.
15. Any unused sick bank days will be returned to the sick bank.

A seven-member review committee shall determine the acceptability of each request for sick bank days. Members of the review committee shall consist of four teachers (two elementary and two secondary), one non-certificated personnel, one Administrative representative, and a representative from the finance office (or his/her designee). The JFAST Vice-President will serve as the chair of the review committee. All members of the review committee must also be members of the sick bank. The certificated teachers and non-certificated personnel shall be elected by the majority of district personnel who are members of the sick bank, for a term of three (3) years on a rotation basis. Persons denied their request for sick bank days shall have the right to appeal before the review committee by submitting a written appeal. The JFAST President will decide stalemates. A monthly sick bank statement shall be made available to all participants of the sick bank upon request.

**Catastrophic Event Clause**

In the event of a catastrophic occurrence, a staff member may petition a subcommittee to award additional days without loss of pay. *In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.* Members of the subcommittee will be President of JFAST, the Chairperson of the Sick Bank Committee, and the Superintendent. The committee will be responsible for determining the number of days that will be granted. There is no minimum or maximum number of days that may be granted. Each request will be reviewed and a determination will be made based upon the merits of the request.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 2005  
 Revised: March 11, 2008  
 Last Revised June 8, 2010  
 April 12, 2011

## APPLICATION FOR SICK BANK LEAVE

Please complete this application and provide your physician with the physician certification form. Completed application and forms should be returned to: Sick Bank Committee  
Jonesboro Public Schools  
Jonesboro, AR 72401

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

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

HIRE DATE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PATIENT'S NAME (if different from employee): \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

Number of days of accumulated leave available as of date of this application:  
Sick: \_\_\_\_\_ Gratuity: \_\_\_\_\_ Vacation (if applicable): \_\_\_\_\_

If you have few or no accumulated sick days, give brief history of how days were used:  
\_\_\_\_\_  
\_\_\_\_\_

Have ever been granted days from the sick bank?  Yes  No      If Yes, when and why?  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any relatives employed by Jonesboro Public Schools who would be eligible to donate sick leave under the "shared sick leave" policy?  Yes  No      Do you have disability insurance?  Yes  No

Requested effective date for sick bank leave: \_\_\_\_\_ Number of sick bank days requested: \_\_\_\_\_  
(This should be AFTER all sick, gratuity, and vacation days have been used. Do not count weekends, holidays or non-contracted days.)

If days requested are for surgery, could this surgery be scheduled during non-contracted dates (if applicable)?  
 Yes  No      If No, is this due to doctor recommendation?  Yes  No

Give specific details regarding the nature of the illness or injury for which you are requesting sick bank days. Attach additional sheet, if required.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

## Physician Certification

Employee Name \_\_\_\_\_ DATE: \_\_\_\_\_

Patient's Name (if different from employee) \_\_\_\_\_

1. Does the patient's condition qualify under any of the categories described on page 4? If so, please check the applicable category. (1)\_\_\_\_ (2)\_\_\_\_ (3)\_\_\_\_ (4)\_\_\_\_ None\_\_\_\_
2. **Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories. (Doctor must fill this out completely for request to be considered.)**

3. Could the patient wait until summer or vacation to have his procedure? \_\_\_\_Yes \_\_\_\_No
4. State the approximate date the condition commenced and the probable duration of the condition (and also the probable duration of the patient's present incapacity\*, if different):

\*Incapacity for purposes of a Sick Bank paid leave request is defined to mean inability to work or perform other regular daily activities due to the serious health condition, required treatment or recovery.

5. a) If additional treatments will be required for the condition, provide information regarding the type of treatment and any possible subsequent side effects.

b) If the patient will be absent from work because of treatment on an intermittent basis, also

provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

8. a) Please describe your job and the type of work you are required to do.

b) If medical leave is required for the employee's absence from work because of the employee's own condition, is the employee unable to perform work of **any kind**? **Must list below what the applicant cannot do. Yes or no answers not accepted.**

c) If able to perform **some work**, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee should supply you with information about the essential functions (see #8 above))? *If yes, please list the essential functions the employee is unable to perform:*

*Please use the checklist below to indicate the functions that the employee can do.*

- |  |  |
|--|--|
| <input type="checkbox"/> Sit at a desk                     | <input type="checkbox"/> Able to lift amounts over 10 lbs. |
| <input type="checkbox"/> Supervise children                | <input type="checkbox"/> Walk for short amounts of time    |
| <input type="checkbox"/> Able to stand for (any/some) time | <input type="checkbox"/> Bend comfortably                  |
| <input type="checkbox"/> Able to lift amounts under 5 lbs. | <input type="checkbox"/> Raise arms                        |

d) If neither b. nor c. applies, is it necessary for the employee to be absent from work for treatment?

e) Do the medications prescribed to the patient keep them from performing their duties?

9. a) If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety?

b) If the patient will need care only intermittently, please indicate the probable duration of this need.

\_\_\_\_\_  
*Signature of Health Care Provider*

\_\_\_\_\_  
*Type of Practice*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee Signature: \_\_\_\_\_

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

**A “Serious Health Condition”, for purposes of paid Sick Bank leave means an illness, injury impairment, or physical condition that involves one of the following:**

1. Hospital Care  
Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Surgery (Non-elective)  
A period of absence due to an **urgent** surgical procedure which also results in a period of incapacity.
3. Permanent /Long-term Conditions Requiring Supervision  
A period of incapacity<sup>1</sup> which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of a health care provider. Examples include a severe stroke or the terminal stages of a disease.
4. Multiple Treatments  
Any period of absence to receive multiple treatments (including any resulting period of recovery) by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity<sup>1</sup> of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), and kidney disease (dialysis).



### **3.10—LICENSED PERSONNEL INSTRUCTIONAL DAY AND PLANNING TIME**

Teachers shall have a working day of seven (7) hours, excluding a thirty (30) minute lunch period.

The superintendent and building principal will be responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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 instructional day means the 15 minutes prior to and 15 minutes after the students are required to be present at school.

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

Date Adopted:        March 11, 2008

Last Revised:         April 10, 2012

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

#### **Gratuity 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 gratuity leave per contract year. The leave may be taken in increments of no less than half days. A maximum of three days may be carried over to the next school year. Any days not utilized as personal leave days after the accumulation of five (5) will be automatically converted to sick leave days.

Employees shall take gratuity 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 3.8, for professional leave see below).

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

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

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

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

Gratuity leave may not be taken the day before or the day after a holiday or for the first or last day of school. In the event of extenuating circumstances, employees may request such leave prior to or immediately following a holiday. These requests must be made as far in advance as possible and will be evaluated by the superintendent on an individual basis.

### **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. 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 benefits for the district’s students will be taken into consideration in reviewing a request for professional leave.

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.

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

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

### **Military Leave**

Teachers, administrators, and non-LICENSED personnel employed by Arkansas public schools may also take a fifteen (15) day paid leave of absence to participate in military training programs, civil defense, and public health training programs made available by the Public Health Service. No vacation time is forfeited.

### **Leave of Absence – Educational Growth**

LICENSED employees with at least four years of experience in the Jonesboro School District may request a leave of absence for educational growth. Leave shall be requested on the prescribed form and will be granted by the Board on recommendation of the principal and superintendent. The employee, upon his or her return following his or her leave, will be offered a position for which he or she is certificated. Leave for educational growth will be approved for only one year and will not be approved after the contract for the ensuing year has been signed.

### **Leave of Absence – Personal Leave**

LICENSED employees with at least four years experience in the Jonesboro School District may request a personal leave of absence. The leave will only be recognized for employees have extenuating circumstances. An employee desiring to use personal leave may request the personal leave policy for non-educational purposes through the principal and superintendent to the school Board. Personal leave will be approved for one year only. The employee, upon his or her return following his or her leave, will be offered a position for which he or she is certificated.

Legal References: A.C.A. § 6-17-1201 et seq.

Date Adopted: March 8, 2008

Last Revised: June 10, 2008

April 12, 2011

April 10, 2012

April 9, 2013

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

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

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

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

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

Legal Reference:       A.C.A. § 5-15-132  
                              A.C.A. § 12-12-913 (g) (2)  
                              Division of Elementary and Secondary Education Guidelines for “Megan’s Law”

Date Adopted:         March 11, 2008

Last Revised:

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

Jonesboro School District employees are permitted to seek or hold elective or appointive public office. Employees may not engage in activities related to the duties of such office during regular working hours. Employees may use accumulated gratuity days and/or vacation days to perform the duties of such office. No sick leave will be granted for the employee's participation in such public office. Once all accumulated gratuity days and/or vacation days are exhausted, any additional days of leave necessary for the performance of the duties of the public office will be deducted from the employee's salary in the amount of the employee's daily salary rate per days absent.

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

Date Adopted:         March 11, 2008

Last Revised:         April 10, 2012

### **3.14—LICENSED PERSONNEL JURY DUTY**

School personnel who are required to participate as a juror shall be counted present for their employment and shall receive full pay, minus the exact amount of money earned through the other duties. Staff members shall report their income by a copy of the check from the court and that amount shall be directly deducted from their regular school pay or staff member may submit their actual check received for services performed to the District.

Legal Reference:       A.C.A. § 16-31-106

Date Adopted:         March 11, 2008

Last Revised:

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

Whenever an employee is absent from his/her duties as a result of personal injury caused by an assault or other violent criminal act committed in the course of his/her employment, the employee shall be granted a leave of absence with full pay for up to one (1) year from the date of the injury. The leave of absence for personal injury from an assault or violent criminal act shall not be charged to the employee's sick leave.

Before granting such leave, the district may require the employee to present a statement from a physician certifying the injury and providing an estimate of the duration of the absence. The district shall then grant the employee the amount of leave necessary for recovery and resumption of duties, up to a maximum of one year. Should the employee's recovery be slower than anticipated, an extension of the leave shall be granted by the district subject to the maximum of one year, and a statement by the employee's physician stating the reason for the extension.

Legal Reference:       A.C.A. § 6-17-1209

Date Adopted:         March 11, 2008

Last Revised:



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

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

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

Teachers shall complete and have approved purchase orders 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. Supplies and materials purchased with school funds are school property, and should remain on school property except to the extent they are used up or consumed. The purchased supplies and /or materials are intended/designed for use away from the school campus.

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

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

Date Adopted: March 11, 2008

Last Revised: April 10, 2012

May 11, 2015

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

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

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

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

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

#### **Sick Leave and Outside Employment**

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

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

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

Date Adopted:        March 11, 2008

Last Revised:        April 28, 2014

### **3.19—LICENSED PERSONNEL EMPLOYMENT**

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

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

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

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

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

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

Inquiries on non-discrimination may be directed to the Office of Assistant Superintendent, who may be reached at 2506 Southwest Square, Jonesboro, AR 72401, 870.933.5800.  
william.cheatham@jonesboroschools.net

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

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

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

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

For purposes of this policy, "veteran" is defined as:

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

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

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

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

Legal References:      Division of Elementary and Secondary Education Rules Governing Background Checks  
A.C.A. § 6-17-301  
A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: March 11, 2008  
Last Revised: April 10, 2012  
April 28, 2014  
May 11, 2015  
May 10, 2016  
June 12, 2017  
May 8, 2018  
July 14, 2020

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

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

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

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

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

Cross Reference: 7.12—EXPENSE REIMBURSEMENT

Date Adopted: March 11, 2008

Last Revised: April 12, 2011

April 10, 2012

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

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

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

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

Legal Reference:       A.C.A. § 6-21-609

Date Adopted:         March 11, 2008

Last Revised:         June 11, 2013

June 9, 2020

### **3.22—DRESS OF LICENSED EMPLOYEES**

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

Date Adopted: March 11, 2008

Last Revised:



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

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

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

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

Legal References:     A.C.A. § 6-16-122  
                           A.C.A. § 7-1-103  
                           A.C.A. § 7-1-111

Date Adopted:        March 11, 2008  
Last Revised:         June 9, 2020

### **3.25—LICENSED PERSONNEL GRIEVANCES**

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

#### **Definitions**

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

“Grievance”: means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against 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”: means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

1. More than one individual has interest in the matter; 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.

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

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

“Working day”: means any weekday other than a holiday whether or not the employee under 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. If the grievance is not advanced to Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the 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 (5) 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 (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) 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 (10) 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 (5) working days from the date of the principal's written response, 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 (10) 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 (10) 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 (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

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

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is ~~not~~ a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

### **Records**

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

### **Reprisals**

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

Legal Reference: A.C.A. § 6-17-208, 210  
 Date Adopted: March 11, 2008  
 Last Revised: June 10, 2008  
                   June 25, 2019  
                   June 9, 2020

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

Name: \_\_\_\_\_ Date submitted to supervisor: \_\_\_\_\_

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

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

What would resolve your grievance? \_\_\_\_\_

Supervisor's Response:

Date submitted to recipient: \_\_\_\_\_

Date Adopted: March 11, 2008  
Last Revised:

### 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District’s written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

#### **Definitions**

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

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

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

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

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

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
2. The conduct is:
  - a. Unwelcome; and

- b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- c. Constitutes;
  - i. Sexual assault;
  - ii. Dating violence;
  - iii. Domestic violence; or
  - iv. Stalking.

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that

person is the individual who is accused of the sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

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

### **Supportive Measures**

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

### **Formal Complaint**

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

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

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



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

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

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

At least ten (10) days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All

evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

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

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

Following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

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

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

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

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then

the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

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

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

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

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

### **Appeals**

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

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

For all appeals, the District shall:

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

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- Individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.

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

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

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

### **Administrative Leave**

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

### **Retaliation Prohibited**

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

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

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

## Records

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

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

Cross References:     3.19—LICENSED PERSONNEL EMPLOYMENT  
                          4.27—STUDENT SEXUAL HARASSMENT  
                          5.20—DISTRICT WEBSITE  
                          7.15—RECORD RETENTION AND DESTRUCTION  
                          8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References:    20 USC 1681 et seq.  
                          34 C.F.R. Part 106  
                          A.C.A. § 6-15-1005  
                          A.C.A. § 6-18-502  
                          A.C.A. § 12-18-102

Date Adopted:        March 11, 2008  
Last Revised:         April 12, 2011  
                          May 8, 2018  
                          July 14, 2020

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

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

Date Adopted: March 11, 2008

Last Revised:

### **3.28A—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

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

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

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

#### **Policy**

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

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

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

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

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

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

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

It is important to distinguish between a "JPS Approved Website" and a teacher's or staff member's "personal social media account". Photographs of students, voices, names, school projects, or other identifying features are to be used ONLY on a JPS approved Website. Prior consent from the parent or the student if 18 years or older is required to be on file before any of the above items may be displayed on a JPS Approved Website and as stated in the District's existing website Policy 5.20.1. The signed Media Release Form DOES NOT apply to any items placed on a teacher's or staff member's Personal Social Media Account. In order to become a JPS Approved Website, teachers, staff or groups who design webpages or social media accounts, MUST receive prior approval from the appropriate supervisor before any action is taken regarding that site.



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

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

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

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

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

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

Cross reference:            3.28B—LICENSED PERSONNEL COMPUTER USE POLICY

Legal Reference:        A.C.A. § 11-2-124  
DESE Rules Governing The Code of Ethics For Arkansas Educators

Date Adopted:            June 11, 2013

Last Revised:            July 9, 2013  
June 25, 2019

### **3.28B—LICENSED PERSONNEL COMPUTER USE POLICY (STAFF ACCEPTABLE USE FOR TECHNOLOGY RESOURCES)**

The Jonesboro School District offers staff access to technology resources, including Internet access, for the purpose of work related activities. Employees are advised they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee reprimands or other disciplinary communications should be made through email.

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

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

The administrative guidelines as delineated in Policy 3.28 and 3.28 F supplement and define the Acceptable Use of Technology Resources, Computer Use, and Internet Use Agreement Policy for staff, which was adopted by the Board of Education on June 14, 2011.

**NOTE: The guidelines and expectations delineated in the Arkansas Code of Ethics for Educators are applicable to the use of district technology resources. (Act 846 of 2007)**

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

Date Adopted: March 11, 2008  
Last Revised: June 11, 2009  
June 14, 2011  
May 9, 2017

## 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

### Definitions

As defined in this policy, the term **technology** includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable television, telephone, and fax equipment; lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term “staff” includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term **“user”** includes staff members and anyone who makes use of the Jonesboro Public Schools’ technology. The names Jonesboro School District and Jonesboro Public Schools may be used interchangeably.

### Access Statement

All staff users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the district 's technology. The Acceptable Use Statement will stay in effect for as long as the policy remains unchanged. Users are not allowed to use Jonesboro Public Schools technology if a signed Acceptable Use Policy Statement has not been submitted to their school Media Specialist. Users may not login using a generic or shared username and password.

### A. Internet Access

1. All internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued an email account.
3. Teachers and support staff will create a classroom website in accordance with district guidelines. Material placed on a web page must relate to the school, classroom, or program.
4. The district utilizes a content filter which will attempt to block web content that is harmful to the network or which is unsafe for users.

### B. Unacceptable Uses

1. **Actions endangering personal safety**
  - a. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
2. **Illegal activities**
  - a. Users will not attempt to gain unauthorized access to the network or to any other computer system through the system or go beyond authorized access. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing.”
  - b. Users will not make deliberate attempts to disrupt the network or destroy data by spreading computer viruses, denial of service attacks, or by any other means. These actions are illegal.

- c. Users will not utilize the network to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, participating in gambling activity, engaging in criminal gang activity, threatening the safety of persons, etc.
- d. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
- e. Forging, intercepting, or interfering with electronic communications, except as otherwise provided in this policy
- f. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials or which violates any other applicable law or municipal ordinance is strictly prohibited.

### **3. Violating system security**

- a. If individual email accounts are accessed, users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.
- b. Users should be aware that electronic mail (email) and all other files stored on the school district's network are the property of Jonesboro Public Schools.
- c. Users will immediately notify an administrator or a computer technician if they have identified a possible security problem. Users are not to begin any kind of search for security problems; such an action may be construed as an illegal attempt to gain access.
- d. Users will avoid the inadvertent spread of computer viruses by following the district's virus protection procedures when downloading any software or e-mail messages. Users should not open any email attachments that are unexpected, from unknown senders, suspicious, or questionable in any way.
- e. Users shall not post or store passwords in an open or unsecured area. Passwords are to be protected so as not to encourage unauthorized access.

### **4. User Restrictions**

- a. Users will not connect personal computing or networking equipment to any district-owned computer or network resource, without prior authorization from the technology department. This includes, but is not limited to, personal laptops, switches/hubs, wireless access points, cable/DSL routers, etc.
- b. Users will not use "hacking" tools or any type of tool designed to bypass restrictions that the district has in place. This includes programs and (proxy) internet sites designed to bypass the content.
- c. Users shall maintain a secure password on Jonesboro Public Schools computers, email system, and any other network logins at all times.
- d. Users will not change, or in any way alter, the configuration of any computer on the network.
- e. Only authorized individuals will install, service, and/or maintain district-owned technology hardware. No district technology equipment may be moved without notification to and authorization from the technology department.
- f. Personal printers/scanners, digital cameras, iPods, other mobile or similar devices may be installed only after receiving approval from the technology department.

- g. If software or drivers are required to be loaded in order to make the allowable devices work, the JPS Technology Department should be contacted to make arrangements for installation. Users will not attempt to install the software or drivers themselves.
- h. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines and available resources.
- i. Users will not use the computer system or other district resources for private financial or commercial gain

## **5. Inappropriate language**

- a. Restrictions against inappropriate language apply to public messages, private messages, and material posted on web pages.
- b. Users will not communicate via obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
- c. Users will not post information that could cause damage or a danger of disruption to the network, technology equipment, or to the educational program of the school.
- d. Users will not engage in personal attacks, including prejudicial or discriminatory attacks
- e. Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If told by a person to stop sending him/her messages, users must respect that request and stop sending messages.
- f. Users will not knowingly or recklessly post false or defamatory information about a person or organization.

## **6. Violations of respect for privacy**

- a. Users will not post a message that was sent to them privately without permission of the person who authored the message.
- b. Users will not post private information about another person.

## **7. Demonstrating lack of respect for resource limits**

- a. Users will access the network only for appropriate activities.
- b. Users will not download installable files and/or programs unless absolutely necessary; they will not attempt to download large files or programs without specific permission from the building technology leader and/or the district Technology Department. If permission is granted, users will download the file at a time when the system is not being heavily used and immediately remove the downloaded file from the network server to the hard drive of a desktop/laptop computer. Users will respect any storage system quotas established by the Director of Technology and/or the district's Network Administrator.
- c. Users will not download or bring any programs or software from home to be installed on a district owned computer. The district makes every effort to ensure licensing compliance with all software that is used. Installation of personally owned software may violate the licensing agreement of the software. The technology staff has the right to remove and non-standard or unauthorized software from district owned equipment.
- d. All Peer to Peer file sharing programs are strictly prohibited. (Bit-Torrent, Gnutella, etc...) are strictly prohibited other than district provided/approved software.
- e. Users will not post chain letters or engage in "spamming." "Spamming" is sending an annoying or unnecessary message to a large number of people.

- f. Users will check their email frequently, delete unwanted messages promptly.
- g. Users will subscribe only to high quality discussion groups and/or mail lists that are relevant to education or career development.
- h. Users will not wastefully use resources, including but not limited to, bandwidth, file space, paper, and ink/toner.

### **8. Plagiarism and copyright infringement**

- a. Users will not plagiarize works that they find on the Internet or other electronic resources. Plagiarism is taking the ideas or writings of others and presenting them as if they were the student's original thoughts or words.
- b. All users will respect the rights of copyright owners. Copyright infringement occurs when a person inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, users should follow the expressed requirements. If unsure whether or not a work can be used, users should request permission from the copyright owner. Copyright law can be confusing. If users have questions or are uncertain about a particular situation, they should ask an administrator, or media specialist.
- c. 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.

### **C. Your Rights**

#### **Search and seizure**

- a. Users should not expect privacy in the contents of their personal files on the district's or school's network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The district reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network, internet usage, and/or other technology resources.
- b. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

### **D. Limitations of Liability**

The Jonesboro School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The district will not be responsible for any damages the user may suffer, including but not limited to, loss of data or interruptions of service. The district is not responsible for the accuracy or quality of the information obtained through or stored on the network. The district will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave "electronic footprints." Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

The use of the computer network and internet are a privilege, not a right. Any user who violates this policy, shall at a minimum, be subject to the following disciplinary action.

\*Note – For major infractions, such as hacking or an attempt to gain unauthorized access, the technology department (Tech, Coordinator, Network Administrator) reserves the right to enforce proper discipline per incident upon the approval of the Superintendent/School Board.

**E. Consequences for staff members’ misuse of technology equipment and the network:**

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

**(See Appendix A for the form(s) used for agreement with these policies and guidelines.)**

The use of the Jonesboro Public Schools computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system.

**NOTE: The guidelines and expectations delineated in the Arkansas Code of Ethics for Educators are applicable to the use of district technology resources. (Act 846 of 2007)**

Date Adopted: March 11, 2008

Last Revised: June 11, 2009

June 14, 2011

May 9, 2017

## Staff Agreement

The acceptable and unacceptable uses of the Jonesboro Public schools equipment, network and Internet access are described in this "Acceptable Use Agreement" for the district. By signing this agreement, I acknowledge that I have read, understand, and agree to abide by the provisions of the attached Acceptable Use Policy. I realize that all the rules of conduct described in the JPS Acceptable Use Policies, procedures, and handbook apply when I am using the district's technology resources and network.

NOTE: The guidelines and expectations delineated in the Arkansas Code of Ethics for Educators are applicable to the use of district technology resources. (Act 846 of 2007)

Staff Name: \_\_\_\_\_  
(print)

Email: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### **3.29—LICENSED PERSONNEL SCHOOL CALENDAR**

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

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

The Jonesboro School District shall operate by the following calendar.

<https://www.jonesboroschools.net/staffresources>

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

Date Adopted:        March 11, 2008  
Last Revised:         April 9, 2013  
                          June 12, 2017

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

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

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

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

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

Legal Reference: Standards for Accreditation 5-A.1  
A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: March 11, 2008  
Last Revised: April 10, 2012  
May 11, 2015

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

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthy, 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.

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of

workers' compensation benefits in accordance with policy 3.44-LICENSED PERSONNEL  
WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or other 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.

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

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

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

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

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

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

Date Adopted:        March 11, 2008

Last Revised:        May 11, 2015

                           May 10, 2016

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

#### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

#### **SECTION ONE** **FMLA LEAVE GENERALLY**

##### **Definitions:**

Eligible Employee: an employee who has,

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

“FMLA” is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

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

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

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

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

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

The 12-month period measured forward from the date any employee’s first FMLA leave for reasons 1 through 5 begins.

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

### **District Notice to Employees**

The District shall post in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA’s



provisions and providing information about the procedure for filing complaints with the Department of Labor.

### **Designation Notice to Employee**

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

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

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

### **Concurrent Leave Under the FMLA**

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

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

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

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

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

### **Health Insurance Coverage**

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

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

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

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Previous Position**

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

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

### **Leave Acquired Through Fraud**

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

#### **Unforeseeable Leave:**

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

### **Medical Certification**

Second and Third Opinions: In any case where the District has reason to doubt the validity of the initial certification provided, the District may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of that 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 thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- 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 within fifteen (15) calendar days after the District's request.

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

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

### **Substitution of Paid Leave**

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

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will 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-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

### **Failure to Return to Work**

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

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

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

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

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

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

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

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

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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

### **Definitions:**

**Covered active duty** means:

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

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

### **Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

#### **Unforeseeable Leave:**

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

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

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

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

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

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

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

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



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

## **SERIOUS ILLNESS**

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

### **Definitions:**

Covered Service Member is:

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

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

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

Parent of a covered servicemember: is a covered service member's biological adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered 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 the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and
- (B) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the 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 twelve (12) months after that date.

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

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

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

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

### **Medical Certification**

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

### **Employee Notice to District**

#### **Foreseeable Leave:**

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

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

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

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

**Unforeseeable Leave:**

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

**Substitution of Paid Leave**

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

**Intermittent or Reduced Schedule Leave**

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

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

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

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

- a. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- b. Transfer temporarily to an available alternative position offered by the employer 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, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

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

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

#### **Leave more than five (5) weeks prior to the 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:

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

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

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

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

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

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

Cross References:     3.8—LICENSED PERSONNEL SICK LEAVE  
                              3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
                              3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND  
  WORKERS’ COMPENSATION

Legal References:     29 USC § 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted:         June 10, 2008  
Last Revised:         June 8, 2010  
                              April 10, 2012  
                              April 9, 2013  
                              April 28, 2014  
                              May 10, 2016  
                              June 9, 2020

### **3.32.1—LICENSED PERSONNEL COVID EMERGENCY LEAVE**

In accordance with Commissioner’s Memo COM-21-014, the District provides up to an additional ten<sup>1</sup> (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:<sup>2</sup>
  - a. Testing positive for COVID-19;
  - b. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
  - c. Is a probable close contact or close contact.; and
2. The employee’s job duties are not able to be performed remotely.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
  - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
  - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
  - The District shall use the employee’s leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s selected leave;
  - The District shall automatically switch the employee to the other form of leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s selected leave; and
  - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
  - The District shall use the employee’s available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee’s available leave; and

- The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee’s quarantine or isolation order last longer than the employee’s available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee’s full daily rate of pay for up to ten<sup>1</sup> (10) days. The ten<sup>1</sup> (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.<sup>3</sup> The ten<sup>1</sup> (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten<sup>1</sup> (10) days of paid leave under this policy due to:<sup>4</sup>

- The need to care for another individual due to the individual’s positive COVID test, quarantine order, or isolation order; or
- The closure of the school or place of care of the employee’s child.

An employee’s eligibility to receive paid leave under this policy expires on the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

Notes:

<sup>1</sup> The funding provided by Commissioner’s Memo COM-21-014 is based on the same amount of paid leave requirement under subdivision E of the FFCRA, which is titled the “Emergency Paid Sick Leave Act”. Districts who are on a four-day school week schedule may change this to be nine (9) days instead of ten (10). If the district chooses to continue to provide the tenth (10<sup>th</sup>) day, the district would have to use funds other than those provided through Commissioner’s Memo COM-21-014 to cover the final day of leave.

<sup>2</sup> While an order from ADH may be for any of these reasons, an order from a medical professional may only be used for items i or ii and a district order may only be for item iii to be reimbursable.

<sup>3</sup> An employee's quarantine or isolation period may fall at such a time period that part of the quarantine or isolation period is on days when the school would ordinarily be closed for paid holidays. The remaining COVID Emergency Leave days that were not used due to the holiday would continue to be available should the employee be ordered into another quarantine or to isolate unless one of the Policy's sunset provisions was triggered before the new quarantine or isolation order.

<sup>4</sup> These categories are not covered by Commissioner's Memo COM-21-014. There are some Federal paid leave requirements for these categories under the Emergency Paid Sick Leave Act. A qualifying employee must receive the lesser of two hundred dollars (\$200) or two-thirds (2/3) of the employee's regular rate of pay per day until the earlier of either the employee is able to return to work or the employee's FMLA leave is exhausted. A district may require, which ASBA model FMLA Policy 3.32 does in the policy's default language, that an employee use their accumulated leave as necessary to bring their pay up to their full daily rate of pay for these absences.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE ACT

Legal References: Commissioner's Memo COM-21-014

29 C.F.R. Part 826

Date Adopted: September 8, 2020

Last Revised:



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

From time to time extra duties may be assigned to LICENSED personnel by the school principal or the Superintendent as circumstances dictate.

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

Date Adopted:        March 11, 2008

Last Revised:

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

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

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

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

Date Adopted:         March 11, 2008  
Last Revised:

### **3.35—LICENSED PERSONNEL BENEFITS**

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

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. Worker's compensation insurance;
4. Employee dental benefits;
5. Sick leave days; (See Policy 3.8)
6. Personal Illness Days; (See Policy 3.8)
7. Gratuity Days; (See Policy 3.8)
8. Sick Bank; (See Policy 3.9)

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

Date Adopted:         March 11, 2008

Last Revised:

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

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

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

Date Adopted:        March 11, 2008  
Last Revised:         June 11, 2013  
                          June 9, 2020

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

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

**Note:** ASBA realizes a policy regarding teacher aides has no place in the LICENSED personnel section, but state law now mandates it anyway.

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

Date Adopted:        March 11, 2008

Last Revised:

### 3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

#### Definitions

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

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

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

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
6. Demeaning humor relating to a student's actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

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

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

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

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

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school and has a high likelihood of succeeding in that purpose.

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

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

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

Teachers and other school employees who have witnessed, or are reliably informed that a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

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

District staff are required to help enforce implementation of the district's anti-bullying policy. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or

event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

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

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

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



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

Legal References:     A.C.A. § 6-18-514  
                           DESE Rules Governing Student Discipline and School Safety

Date Adopted:        March 11, 2008

Last Revised:        April 12, 2011

                           May 11, 2015

                           May 10, 2016

                           May 8, 2018

                           June 25, 2019

                           July 14, 2020

### **3.39— LICENSED PERSONNEL COMPLETION OF 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:         March 11, 2008

Last Revised:

### **3.40--PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

#### **Assignment of Professional Personnel**

The basic consideration in the assignment of professional personnel in the Jonesboro Schools is the well-being of the program of instruction. The appropriateness of the assignment will have a significant impact on the morale of the professional staff and the effectiveness of the total educational program. It is the policy of the Jonesboro Board of Education that the instructional personnel be assigned on the basis of their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the district, second where the administration feels the employee is most qualified to serve, third as to expressed preference of employees in order of seniority in the district, all other considerations being equal.

In the case of vacancies in new or existing positions, favorable consideration will be given to qualified applicants among current employees.

#### **Transfers**

A teacher denied request for voluntary transfer should have the option of requesting a written explanation or a conference with the superintendent. Involuntary transfers should be based on the needs of the system first, but an effort should be made toward maintaining stability of those with seniority.

#### **Vacancies**

1. A vacancy shall be defined as a position previously held by a teacher, administrator, or supervisor or a position that is created by the Board.
2. All vacancies shall be posted internally as well as advertised to the extent necessary to find a highly qualified candidate. Where specific training, experience, certification, or other qualifications are prerequisites for a vacancy, such conditions shall be stated in the posting notice.
3. Teachers noting interest in a particular area or position on their Intent to Return form shall be considered for any openings that may occur.
4. Assignments of teachers will be determined by examining 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 AdvancED; and the needs of the district.

Legal References: A.C.A. § 6-17-1201 et seq.

Date Adopted: March 11, 2008

Last Revised: June 10, 2008

### **3.41-PERSONNEL RECORDS AND FILES**

All personnel records shall be maintained in a confidential manner in a locked file in the Office of the Superintendent of Schools. Information contained in these files will be made available only to supervisory personnel employed by the school district. The file shall be open to review by the individual concerned at his/her written request.

Information derived from semi-annual evaluations of non-continuing staff members and annual evaluations of continuing staff members shall be maintained in the principal's office of each school. Evaluation of staff members will be in accordance with the district (Board approved and State Department of Education approved) evaluation plan. It is the responsibility of the Central Office to maintain the strictest confidence in the handling of all personnel records and requests for information by non-school sources. Any release of information from a personnel file must first be approved in writing by the teacher or employee.

Upon request, any licensed person will have access to his/her personnel file for information and examination and the privilege of written comment.

### **3.42—LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS**

All licensed school district employees have a statutory duty to report suspected child abuse, maltreatment, or serious and imminent threats to the public.

#### **Duty to Report Suspected Child Abuse or Maltreatment**

If the licensed employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. The duty of mandated reports to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

Employees and volunteers who notify the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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 belief.

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.

#### **Duty to Report Serious and Imminent Threat to the Public:**

If the licensed school district employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report serious and imminent threat to the public is a direct and personal duty, and can not be assigned or delegated to another person. Failure to report a serious and imminent threat to the public by notifying law enforcement can lead to criminal prosecution if an employee knowingly or recklessly fails to notify law enforcement of a serious and imminent threat of violence in or targeted at a school that has been communicated to him or her in the course of his or her professional duties. Employees and volunteers who report serious and imminent threat to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause that forms the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that a serious and imminent threat to the public exist; or to rule out such belief.

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

Legal References:     A.C.A. § 61-18-110  
                          A.C.A. § 12-18-107  
                          A.C.A. § 12-18-201 et seq.  
                          A.C.A. § 12-18-302  
                          A.C.A. § 12-18-402

Date Adopted:       June 10, 2008  
Last Revised:       June 25, 2019  
                          June 9, 2020

### **3.43—LICENSED PERSONNEL VIDEO SURVEILLANCE**

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

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies 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 or data compilation containing evidence of a violation of district personnel policies and/or state or federal law shall be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or staff handbook; any release or viewing of such records shall be in accordance with current law.

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

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

Date Adopted: June 10, 2008

Last Revised: April 12, 2011

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

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Benefit Coordinator in the Finance Office. An injured employee must fill out a Form N and return it to the Finance Office. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test on the day of the incident, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits. Any drug test occurring after the date of the incident will be done at the employees' expense.

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

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

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

- Will be charged for a day's sick leave for all the days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;



- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: June 11, 2009

Last Revised: April 12, 2011

April 28, 2014

May 11, 2015

May 10, 2016

May 9, 2017

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

#### **Obtaining Eligibility Information**

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

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

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

#### **Releasing Eligibility Information**

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

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

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

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
DESE Eligibility Manual for School Meals Revised July 2017  
A.C.A. § 6-18-715  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: June 11, 2009  
Last Revised: May 13, 2013

### **3.46—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:         June 11, 2009

Last Revised:         April 10, 2012

### **3.47—DEPOSITING COLLECTED FUNDS**

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

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

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

Date adopted: April 12, 2011

Last Revised:

### 3.48—LICENSED PERSONNEL WEAPONS ON CAMPUS

#### Firearms

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid concealed carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

#### Other Weapons

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

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

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

Date Adopted:        April 9, 2013  
Last Revised         June 11, 2013  
                              April 28, 2014  
                              May 11, 2015  
                              June 25, 2019

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

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

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Place the student into the District's alternative learning environment in accordance with Policy 5.26-ALTERNATIVE LEARNING ENVIRONMENTS;
4. Return the student to the class; or
5. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

If a teacher removes a student from class two (2) times during any nine-week grading period, the principal or the principal's designee may not return the student to the teacher's class unless a conference has been held for the purpose of determining the cause of the problem and possible solutions. The conference is to be held with the following individuals present:

1. The principal or the principal's designee;
2. The teacher;
3. The school counselor;
4. The parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis; and
5. The student, if appropriate.

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

Legal References: A.C.A. § 6-18-511  
Division of Elementary and Secondary Education Rules Governing the Student  
Discipline and School Safety

Date Adopted: April 9, 2013  
Last Revised: May 11, 2015  
June 25, 2019  
July 14, 2020



### **3.50—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### **Continuing Administrators**

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

#### **Newly Hired or Promoted Administrators**

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

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

Date Adopted: June 11, 2013

Last Revised: April 28, 2014

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with the District any of the following regarding an emergency or safety related issue:

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

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

Legal Reference: A.C.A. § 6-19-120

Date Adopted: April 28, 2014

Last Revised: June 25, 2019

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

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

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

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

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

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

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

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

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

Legal References:     A.C.A. § 6-24-101 et seq.  
                              Division of Elementary and Secondary Education Rules Governing the Ethical  
  Guidelines And Prohibitions For Educational Administrators, Employees,  
  Board Members And Other Parties  
                              Commissioner’s Memo FIN 09-036

Commissioner's Memo FIN-10-048  
Commissioner's Memo FIN 15-074  
2 C.F.R. § 200.318  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

Date Adopted: May 11, 2015  
Last Revised: May 10, 2016

### **3.53—LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW**

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

Date Adopted: April 28, 2014

Last Revised:

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

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

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

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

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

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

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

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

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

Date Adopted:        May 11, 2015  
Last Revised        Oct 13, 2015  
                              May 10, 2016  
                              June 12, 2017  
                              May 8, 2018  
                              June 25, 2019  
                              June 9, 2020

### 3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS AGREEMENT

#### Teaching During Planning Period and/or Teaching More than 150 Students per Day

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

**PARTIES:** Jonesboro Public Schools “District” and \_\_\_\_\_ “Teacher” agree as follows:

**EMPLOYMENT:** The District by a majority vote of the directors present at a legally held meeting on the \_\_\_\_ day of \_\_\_\_\_, agrees to employ \_\_\_\_\_ as set forth in this agreement.

**SERVICE:** Teacher agrees to perform services as assigned by the administration which include:

**Check the Applicable Provision(s):**

- (1) Teaching a class during Teacher’s planning period; and/or
- (2) Teaching more than one hundred fifty (150) students per day.

**TIME:** The time period covered by this contract is only for the semester this agreement is signed.

**COMPENSATION FOR SERVICES:** Compensation for this contract shall be based on Teacher’s:

- (1) Hourly rate of pay for the loss of a planning period; and/or
- (2) Basic contract that is prorated for every additional student the teacher teaches over one hundred fifty (150) students per day.

Teacher’s current base salary without any supplements is \$ \_\_\_\_\_ for \_\_\_\_ days of service.

The hourly rate of pay for Teacher’s planning period is \$ \_\_\_\_\_

The daily prorated rate for every additional student over 150 students is \$ \_\_\_\_\_.

The Total Supplemental Contract Amount will be based upon the actual number of days Teacher teaches a class during his/her planning period and/or teaches over 150 students per day.

Teacher shall receive compensation for these services in a lump sum at the end of the semester in which this agreement is signed.

**TERMINATION:** This contract shall terminate on the last day of the semester in which this Agreement is signed. This contract is not subject to the provisions of the Arkansas Teacher Fair Dismissal Act (A.C.A. §6-17-1501 et.seq. §6-17-812). This agreement is not required to be renewed or continue past the semester in which the agreement is signed.

**OTHER CONDITIONS OF EMPLOYMENT:** This contract is subject to all applicable laws of the State of Arkansas and the District personnel policies.

Given this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
President of the School Board

\_\_\_\_\_  
Address of Employee

\_\_\_\_\_  
Secretary of the School Board

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

Adopted:             May 8, 2018



### **3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

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

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

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

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

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

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

Date Adopted: May 8, 2018

Last Revised: