

LRSD School Board Policy
Certified Personnel
Section 3

Adopted June 2025

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3.0—CERTIFIED PERSONNEL POLICY COMMITTEE

The Little Rock School District shall maintain a Certified Personnel Policy Committee (PPC) in accordance with Arkansas Law.

1. Bylaws

The PPC shall develop and maintain bylaws to govern the committee. These bylaws shall be approved by a majority vote of the PPC. Any amendments to the bylaws may be made with a majority vote of the PPC.

2. Information Posted to District Website

The following information shall be posted to the District website:

- A.** Bylaws of the PPC
- B.** List of current PPC members and any open positions
- C.** Minutes/recordings of each PPC meeting
- D.** Names of the PPC Candidates
- E.** Results of the PPC Election

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.1—CERTIFIED PERSONNEL SALARY SCHEDULE AND PAYDATES

Placement on the Salary Schedule

For the purpose of the salary schedule, a teacher will have worked a “year” if he/she works at least one hundred sixty (160) days.

1. Base Salary is determined by degree and allowable experience as shown on the salary schedule.
2. Allowable Experience/In-State Experience: Teachers entering the LRSD shall be given credit for in-state teaching experience as follows:
 - A. The Teacher’s experience shall be his or her total years of experience as a teacher with a valid teaching license and teaching at any:
 - i. Public School accredited by the Arkansas Department of Education or a nationally recognized accrediting association.
 - ii. Private school within the state of Arkansas accredited by a nationally recognized accrediting association; or
 - iii. Institution of higher education within the State of Arkansas accredited by a nationally recognized higher education institution.
 - B. A teacher’s years of experience shall be based upon:
 - i. The years in the school district in which the teacher is employed; and
 - ii. The teacher’s years of experience with a valid Arkansas teaching license at an institution as identified above.
 - C. For purposes of this policy “years of service” means:
 - i. Performing the full-time duties of a teacher for a full school year with a valid Arkansas teaching license; or
 - ii. Years of employment with an Arkansas public school in a full-time position that requires the teacher to have an Arkansas teaching license.
3. Certified employees who are working on an additional 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.
4. There are numerous pathways to licensure under Arkansas law. Placement on the salary schedule will be dependent on the credentials, degree, and/or pathway requirements.

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

Schedule of Paydates

All persons on the teacher’s salary schedule will be paid in twenty-four (24) equal installments on the 15th and 30th of each month. If the pay date falls on a Saturday or Sunday, the payment shall be available

on the preceding Friday. However, teachers holding 9 1/4-month contracts will have the following option of receiving the balance of their contractual salary. Teachers may request to receive two (2) payments on the first pay dates in May and June and two (2) payments on the second pay dates in May and June, therefore receiving no compensation for the months of July and August. Those teachers who have contract lengths greater than 9 1/4 months but fewer than twelve (12) months will receive their normal payments on the first and second pay dates in May and two (2) payments on the first and second pay dates in June therefore receiving no compensation for the month of July.

Daily Rate of Pay

A person's daily rate of pay employed on the teacher's salary schedule is to be determined by dividing his base salary by the number of days shown below:

Length of Contract: Days

9 ¼ months	190
9 ½ months	195
9 ¾ months	200
10 months	205
10 ¼ months.....	210
10 ½ months	215
11 months	220
12 months	245

Extra Duty Pay

The following are guidelines for certified employees who take students to contests or activities:

1. Prior approval for the trip and all expenses, including absences occurring during school hours, by the building administrator and appropriate assistant superintendent are required.
 - A. If a certified employee's personal vehicle is used, mileage will be paid at the state mileage rate to the employee. If feasible, a bus should be used.
 - B. A per diem for meals will be paid at the state per diem rate. Lodging expenses will be paid per an itemized reservation receipt. Itemized receipts for lodging must be submitted after the trip.
 - C. If flight arrangements are required, requests and arrangements must be made through the Business office.
 - D. Registration fees shall be paid through the appropriate budgets.
2. Certified employees who are supervising students at approved contests, activities, or field trips will be compensated for supervision outside of regular school hours in the following manner:
 - A. The provisions listed do not apply to teachers who are paid a stipend for services provided outside of the contracted work day. This would include all stipends except for duty stipends and department chair stipends. (i.e., before and after school, lunch, bus, content department chairs, school improvement chair, SPED, ESOL, 504, etc.)

- B.** Certified employees will be paid the district hourly duty rate with a daily cap of eight (8) hours. Additional duty pay will begin after the end of the school day. Certified employees can receive additional compensation for supervising students up to a maximum of \$2500.00 per year.
- 3.** Teachers can still take students to participate in these activities once they have reached the cap, with approval from their principal. However, they will not receive additional duty pay for these trips. Principals have the autonomy to approve per diem, travel, registration fees, etc.
- 4.** There may be mitigating circumstances that warrant additional duty pay. In these cases, the employee, with approval of the building principal, may appeal directly to the Compensation Request Appeal Committee for approval of additional extra duty pay once the cap is reached.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.2—CERTIFIED 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 Certified by the State Board of Education, a Non-certified 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 state required evaluation system.

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

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

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

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

C. Artifacts; and

D. Data; and

4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

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

1. Providing teachers with immediate feedback about teaching practices;
2. Engaging teachers in a collaborative, supportive learning process; and
3. 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 state required evaluation system.

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 (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to have a summative evaluation, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation alphabetically. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years.

A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

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

1. Direct observation;
2. Indirect observation;
3. Artifacts; and
4. 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:

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent. The School Board and the Superintendent recognize that all employees are district employees, regardless of the site to which they are assigned. Therefore, a RIF will affect the entire district should one be instituted.

Definition

A reduction-in-force will mean a reduction of 10% or more in the number of certified personnel to be employed for the successive year when compared to the number employed at the end of the first semester in any current year.

In effecting a RIF, 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 for Accreditation of Arkansas Public Schools and to ensure that the needs of the district are met. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be affected through no offer of a subsequent contract, termination, or both. Any RIF will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

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

LRSD will notify the Personnel Policy Committee for Certified Employees (PPC Certified) of its position at least forty-five (45) calendar days prior to the implementation of the reduction-in-force. Such notification will include the basis for the position and a listing of the needed reductions by certification (elementary, secondary, and subject area - math, science, English, social studies, etc.) During this forty-five (45) calendar day period, representatives of the LRSD will meet and confer with representatives of the PPC-Certified for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in extra-curricular programs, noninstructional personnel, administrative staff, and expenditures non-essential to the learning process.

Procedure

1. A hiring freeze will be instituted immediately.
2. LRSD will develop lists of positions identified for Reduction-in-Force, as well as positions that will be available for certified employees in that category.

3. LRSD will develop lists by rubric score of current certified employees within each category of certified employees that will be affected by the Reduction-in-Force.
4. Affected certified employees will be offered/placed in available positions based on their rubric scores. Certified employees with the highest rubric scores will be placed first.

RIF (Reduction-in-Force) Scoring Rubric

Domain-Based on Prior Year	Points Possible-101 Points	Points Earned	Total
Seniority-Total Years in LRSD	0-5 Years= 1 points 5+ years= 2 points 10+ years= 3 points 15+ years= 4 points 25+ years= 5 points		
Performance Effectiveness <i>Average of All Areas on TESS</i>	Ineffective=0 points Progressing = 25 points Effective = 40 Points Highly Effective = 50 Points		
Attendance (excluding FMLA or ADA)	15+ Missed Days = 0 Points 10-14 Missed Days = 1 Points 8-9 Missed Days = 5 Points 4-7 Missed Days = 10 Points 0-3 Missed Days = 15 Points		
Educational Preparation Degrees	BA + 12 = 5 points BA + 24 = 10 points BA + 36 or MA = 15 points SP or MA +30 = 18 points Doctorate = 20 points		
Endorsements/Other-See Definitions <i>Bilingual</i> <i>Shortage Area</i> <i>Extracurricular Responsibilities-See List</i> <i>NBCT</i> <i>Master Professional Educator</i> <i>Master Lead Teacher</i> <i>Mentor</i> <i>Leadership-See List</i> <i>Residency Teacher</i>	<i>*Up to10 points total</i>		
Armed Forces Veteran	1 point		

Definitions:

Extracurricular Responsibilities-Duties voluntarily performed beyond those listed on the job description which directly impact instruction and/or students, such as club sponsor, special committees, etc.

Leadership-holding a position as a leader of a group, organization, department, etc. or performing duties that motivate, guide or inspire others and have a positive impact on student learning.

Certification-having licenses in critical shortage areas as defined by ADE, such as Special Education, Math, Science or endorsements in critical shortage areas as defined by ADE, such as GT, Library Media, School Counselor or ESL or shortage areas in LRSD.

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

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

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

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

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF, if necessary, with the receiving district's salary schedule.

Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall

There shall be no right of recall for any teacher.

SECTION TWO

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked in accordance with Section 1 of this policy. The date of hire by the board of an annexed or consolidated district shall be used to settle a tie between employees.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.5—CERTIFIED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the upcoming school year in which to return the signed contract 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 serve as a rejection of the offer of employment 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 rejection of the offer of employment final.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.6—CERTIFIED 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 or are a non-certified employee teaching under a “waiver of licensure” that:

1. Is required by statute or the Arkansas Department of Elementary and Secondary Education (DESE); or
2. Meets the following criteria:
 - A. Improves the knowledge, skills, and effectiveness of teachers;
 - B. Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
 - C. Leads to improved student academic achievement; and
 - D. 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, by way of a joint committee, shall develop and implement a professional development plan (PDP) for its certified 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 certified employee’s professional growth plan (PGP). The PDP shall describe how the District’s categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities’ effectiveness at improving student performance and closing achievement gaps.

LRSD will provide a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 31. A certified employee may be required to receive more PD than the minimum when necessary to complete the certified employee’s PGP, but not to exceed sixty (60) total hours of PD. All certified employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each certified employee’s required number of hours in the designated year cannot be carried over to the next year.

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

Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the 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, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the certified 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 certified employee's required hours also count toward the required number of contract days for that employee.

Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

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

The following PD shall count toward a certified 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:

1. Students with intellectual disabilities, including Autism Spectrum Disorder;
2. Students with specific learning disorders, including dyslexia;

3. Culturally and linguistically diverse students;

4. Gifted students.

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

Certified employees are responsible for obtaining all PD required by the state of Arkansas in order to hold a teaching license. The list of applicable PD requirements is located on the DESE page for teachers.

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

Starting in the 2024-2025 school year and every two (2) years thereafter, principals, guidance counselors, teachers, and other relevant school personnel with direct contact and supervision of students shall receive seventy-five (75) minutes of training, in person or online, on the recognition of signs and symptoms of seizures and the appropriate steps for seizure first aid that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America. In addition, at least two (2) employees at each school shall receive training that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America to:

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

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 certified personnel shall receive training related to compliance with the District's anti-bullying policies.

For each administrator, the thirty-six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial,

Tier 1, and Tier 2 training required for Superintendents and other designees by 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' PD shall meet the requirements prescribed under the Teacher Excellence and Support System (TESS).

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.

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

Certified 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 certified 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 certified 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 and is in compliance with the requirements of A.C.A. § 6-18-2409. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

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

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

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

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

Approved PD activities may include:

1. Conferences/workshops/institutes;
2. Mentoring/peer coaching;
3. Study groups/learning teams;
4. National Board for Professional Teaching Standards Certification;
5. Distance and online learning (including Arkansas IDEAS);
6. Micro-credentialing approved by DESE;
7. Internships;
8. State/district/school programs;
9. Approved college/university course work;
10. Action research; and
11. Individually guided (to be noted in the employee's PGP).

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

PD activities shall relate to the following areas:

1. Content (K-12);
2. Instructional strategies;

- 3.** Assessment/data-driven decision making;
- 4.** Advocacy/leadership/fiscal management;
- 5.** Systemic change process;
- 6.** Standards, frameworks, and curriculum alignment;
- 7.** Supervision;
- 8.** Mentoring/peer coaching;
- 9.** Next generation learning/integrated technology;
- 10.** Principles of learning/developmental stages/diverse learners;
- 11.** Cognitive research;
- 12.** Parent and family engagement/academic planning and scholarship;
- 13.** Building a collaborative learning community;
- 14.** Student health and wellness; and
- 15.** 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 certified employee's PGP, include:

- 1.** School Fire Marshall program (A.C.A. § 6-10-110);
- 2.** Tornado safety drills (A.C.A. § 6-10-121);
- 3.** Statewide student assessments (A.C.A. § 6-15-2912);
- 4.** Test security and confidentiality (A.C.A. § 6-15-2907);
- 5.** Emergency plans and the emergency communication method with law enforcement (A.C.A. § 6-15-1302);
- 6.** TESS (A.C.A. § 6-17-2806);
- 7.** Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);

- 8.** Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- 9.** Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- 10.** Annual lockdown drills (6-15-1303).

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.7—CERTIFIED PERSONNEL BUS DRIVER DRUG TESTING

Definitions

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

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

“Safety-sensitive function” includes:

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

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

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the 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 drive²;
2. Have undergone a physical examination, which shall include a drug test,³ by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.⁴

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

1. The district receiving a negative drug test result for that employee;
2. 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
3. The employee's signing a written authorization for the District to request information from:
 - A. The Database; and
 - B. 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 are to be conducted by a laboratory certified pursuant to the most recent guidelines issued by the United States Department of Health and Human Services for such facilities. ("Mandatory Guidelines for Federal Workplace Drug Testing Programs").

Requirements

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

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

Prohibitions

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

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty-two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved:

1. bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
2. one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Refusal to Submit

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

1. 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;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. Adulterated or substituted a test result as reported by the Medical Review Officer.

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug

or alcohol test, refuse to sign or electronically authorize the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or nonrenewal of their contract of employment

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Reporting Requirements

The 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.

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.

Cross References:

Legal References:

Date Approved:

Date Revised:

3.8-CERTIFIED PERSONNEL WELLNESS LEAVE

A. Notification of Absences

1. Predictable Absence:

In the case of any use of regular sick leave or extended sick leave which may be predictable (e.g., elective surgery and pregnancy) and which will probably last five (5) consecutive days or longer, the certified employee shall notify the building administrator and the Department of Human Resources in writing at least thirty (30) days prior to the expected commencement of such leave and an anticipated date of return. In the case of leave use for appointments, the certified employee shall notify the building administrator and the LRSD Sub System as soon as the appointment is made. Employees may apply for leave under the Family Medical Leave Act (FMLA) after three (3) or more consecutive days of absences. Employees may apply for Intermittent FMLA for absences that occur on a regular basis but intermittently.

2. Unpredictable Absence

Except in cases of emergency when certified employees are physically or mentally incapable of meeting these criteria, the following conditions must be met in order to use sick leave:

The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the certified employee's workday.

The building administrator or designee must be notified of the use of sick leave (phone call, email, or text) at the certified employee's school at least two (2) hours before the start of the certified employee's workday

B. Tardies

Any certified employee arriving more than ten (10) minutes after his/her scheduled starting time will be considered tardy. Any three occurrences of tardiness without notification within a 30-day period shall be considered excessive.

C. Use of Sick or Personal Leave for Wellness

1. Importance of Employee Wellness

Employees are encouraged to protect the physical and mental health of themselves and their families and are entitled to use their wellness leave to do so. If staff welfare is addressed, staff will be better prepared to continue the quality education of students.

2. Amount of Leave, Accumulation, Transfer and Cash-Out

The Board will provide each full-time staff member fourteen (14) to sixteen (16) days of combined sick leave and personal leave per contract year, both of which can be used for wellness (see chart). Sick and Personal Leave not taken during the year will be accumulated from year to year for use purposes up to ninety (90) days. Any staff who accumulates more than forty-five (45) days of leave may participate in the annual leave cash out program to the extent allowed by law. Accumulated leave will be transferred to other districts as sick leave, and sick

leave transferred to the District will be accounted for as sick leave. Accumulated leave is eligible for cash-out at retirement, if offered.

3. Benefits of Accumulation

The amount of leave provided each year, and the ability to accumulate such leave from year to year, is intended to provide employees with an opportunity to build a short-term financial safety net for planned and unplanned health and family needs occurring in the future which may require more than the annual amount of earned leave. Leave which is saved and cashed out upon separation from service can also provide a valuable financial bridge for health care costs incurred during retirement. The District's Human Resources Department and Personnel Policy Committee will periodically partner on informational initiatives to employees on the value of using and accumulating leave for these purposes.

4. Permitted Uses

All sick leave is intended to be utilized for personal and family illness, bereavement, medical and legal appointments, emergencies, and personal or family events that cannot be scheduled outside of the workday. Use of sick leave for wellness will be at the discretion of the staff member and the staff member's professional judgment recognizing the necessity of maintaining the educational program and the limited resources of substitute employee coverage. Leave used for wellness purposes shall not be used for regularly shortening the workweek, regularly attending classes to pursue advanced degrees, internships, activities or responsibilities related to an outside business, and/or other employment. Staff members who appear to violate the intended purpose of leave use for wellness or set up a pattern of abuse may be required to document subsequent use, and may be subject to disciplinary action.

5. Number of Leave Days

On the first day of their contract period, all certified employees who are employed by LRSD on or before October 31, 2015 will be credited with the number of sick and personal leave days without loss in pay as indicated by the table below, with an accumulation from year to year to a maximum of ninety (90) days, except for employees hired prior to November 1, 2015 who may have over ninety (90) days. Those employees will keep any accumulated leave over ninety (90) days until their leave drops below ninety (90) days. At that time, they may only accumulate up to ninety (90) days.

Length of Contract Number of Sick and Personal Leave Days

190-200	10 Sick, 2 Personal, 2 Personal Deduct Sub Pay
201-220	11 Sick, 2 Personal, 2 Personal Deduct Sub Pay
221-over	12 Sick, 2 Personal, 2 Personal Deduct Sub Pay

6. Forfeit at Resignation

Certified employees who resign from their positions with the Little Rock School District forfeit all accumulated sick leave in excess of ninety (90) days if they do not return to the District within three (3) years from the time of their resignation.

D. Doctor's Certificate Requirement

In the case of any use of leave of more than five (5) consecutive days' duration, a doctor's certificate verifying the illness or disability shall be submitted to the Department of Human Resources. Progressive Discipline will begin on the fourth occurrence (use of sick leave) in a thirty (30) day period or upon a pattern of frequent absence. An occurrence is defined as sick leave used in either single day increments or consecutive days of sick leave-see example. The Department of Human Resources Staff is available to review with the employee their rights under applicable laws and policies. Upon a certified employee's return to work after an illness of more than five (5) consecutive days' duration, a statement from a doctor certifying that the certified employee is capable of performing normal employment functions may be required by the Superintendent or his/her designee. In cases where a certified employee has developed a pattern of sick leave for personal illness, a medical examination may be required by the Superintendent or his/her designee; such action may be initiated only by direct order of the Superintendent.

Example:

Not Excessive

- | | |
|----------------|------------------------------------|
| 1st Occurrence | Sick Day-October 1st, 2nd, and 3rd |
| 2nd Occurrence | Sick Day-October 15th |
| 3rd Occurrence | Sick Day-October 20th |

Excessive

- | | |
|----------------|-----------------------------------|
| 1st Occurrence | Sick Day-October 1st |
| 2nd Occurrence | Sick Day-October 15th |
| 3rd Occurrence | Sick Day-October 20th |
| 4th Occurrence | Sick Day-October 21st, 22nd, 23rd |

E. Lack of Notification

When a teacher is absent from work for more than five (5) consecutive days without notifying the building administrator (or his/her designee) the teacher shall be subject to progressive discipline unless there are extenuating circumstances.

F. Use of Personal Leave

1. At the beginning of each school year, every employee will be credited with four (4) days of Personal Leave.
 - a. Two (2) of the Personal Leave days will be available without loss of pay. Two (2) days will be available with a deduction of \$108 per day for a substitute teacher for each day.
 - b. Any of these four Personal Leave days not used within a school year will be credited to accumulated sick leave.
 - c. The building administrator must be notified twenty-four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is

impossible, the Sub System and the building administrator must be notified. Personal Leave does not require approval.

- d. The terms of this agreement do not preclude the past practice of allowing an employee to arrange, with his/her building administrator's permission, to be absent without penalty for a short duration. If the absence exceeds one half (1/2) day, then the employee must take appropriate leave.

G. Temporary Leave of Absence

A temporary leave of absence without deduction in pay may be granted as follows:

1. A certified employee in his/her first year of teaching service may be allowed up to four (4) days for visiting other schools within the district.
2. Other certified employees, on approval of the building administrator, shall be given two (2) days per year for visitation to another colleague's class or to attend a conference of an educational nature, provided that no more than twenty (20) percent of a school faculty may use such leave in any one (1) school year. All such leave shall be at the expense of the certified employee unless attendance is requested by the District.
3. Certified employees may be given time to attend meetings or conferences of an educational nature, subject to the discretion of the Administration. The number of certified employees allowed leave at any one (1) time will also be within the discretion of the Administration.
4. Certified employees will be given the time necessary for appearance in any legal proceeding connected with the teacher's employment, if the certified employee is required by law or subpoena to attend.
5. Requests for temporary leave must be submitted to the building administrator at least two (2) weeks before such leave would occur.

H. Military Leave

Military leave will be granted, with increment but without pay, according to provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), to any certified employee who is inducted or enlists in active military service in time of war or other emergencies, or who is a member of a National Guard or Reserve Unit which is ordered to active duty by the proper Authority pursuant to law. Such leave will be granted in accordance with the Federal Guidelines and will apply to those who have official Military Orders to Report to Active Duty. The certified employee shall provide to Human Resources ten (10) days in advance the Military Orders to report to Active Duty or have his/her designee provide the Military Orders when timeline restrictions keep the employee from providing them in person.

I. Leave To Run or Serve in Public Office

A Certified Employee has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed/elected Certified Employees who have completed at least three (3) continuous years of service will be granted a leave of absence for the term of the office, without increment or pay, in order to run for and/or serve in public office. All requests for this leave must be submitted in writing to the Department of Human Resources.

J. Family and Medical Leave

Family and Medical Leave will be administered as per The Family and Medical Leave Act of 1993, as amended and LRSD Board Policy 3.32.

K. Yearly Reimbursement

1. Employees who have been employed by the district may choose to receive reimbursement for unused annual leave days each fiscal year instead of allowing them to accumulate, as long as they retain a balance of forty-five (45) days.
2. Reimbursement days will be in the amount of \$100 per unused day, up to ten (10) days per school year.
3. Days for which reimbursement is received will be lost for all other purposes.
4. An employee's request for reimbursement must be received in the business office by February 14 for payroll purposes. The reimbursement will be paid to employees on the following March 15.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.9—CERTIFIED PERSONNEL SICK LEAVE BANK

A. Contribution of Days

1. Prior to September 15 of each year, certified personnel may voluntarily contribute one day of their sick leave to the sick leave bank. Each certified staff member wishing to make a contribution shall do so on a sick leave bank form submitted to the Sick Leave Bank Chairperson or Committee Member.
2. At the beginning of each school year, each certified staff member who is not already a member of the sick leave bank will be given the opportunity to join.
3. In the event the sick leave bank should be depleted to 25 days in a given year, the committee shall have the power to waive the September 15 deadline and ask the staff for voluntary contribution of days in order to alleviate the shortage.
4. A minimum of five hundred (500) days must be contributed to the sick leave bank in any school year.

B. Operating Committee

1. A five-member committee will consist of the Certified PPC Chair, Classified PPC Chair, LRSD Lead Nurse, Human Resources Representative (1), and the Superintendent's designee.
2. The Sick Leave Bank Committee shall be responsible for the proper development and maintenance of records and report forms. The committee shall work closely with the superintendent or their designee in administering the sick leave bank days.

C. Operating Guidelines

1. The Sick Leave Bank Committee shall administer the bank according to the following rules:
 - a. Only Staff who have made contributions to the bank may make withdrawals from the sick leave bank.
 - b. The sick leave bank days may be used only upon exhaustion of a bank member's accrued sick, vacation, and personal leave days.
 - c. Sick leave bank days will be granted only in cases of a sudden or unexpected situation that calls for action without delay due to a serious illness or serious accident pertaining to a sick leave bank member, spouse, children, parents, and/or siblings.
 - d. Requests for sick leave bank days will be made on a sick leave bank form submitted to the Human Resources Representative. If further information is required, an applicant may be requested to submit further information. Any request exceeding ten (10) days may require a hearing before the Sick Leave Bank Committee. In accordance with HIPPA, all parties will hold this information in confidence.
 - e. Sick leave grants made from the bank shall be for up to twenty (20) days for an individual applicant per year, provided the days are available.

- f. If any sick leave days granted to a sick leave bank member are not used for the specific illness for which it is provided, then the day(s) will be lost by the employee who will have their pay deducted at their daily rate of pay. The days will be returned to the sick leave bank.
- g. An annual accounting of sick bank leave donated days and usage to all members will include the number of days issued.
- h. The unused sick leave days in the bank will roll over from one year to the next.
- i. Sick leave grants made from the bank may be for up to twenty (20) days per member per application. An employee who is granted days from the SLB is obligated to donate one (1) sick day back to the bank at the beginning of the following school year in an effort to keep the SLB solvent.
- j. The bank will be considered to be insolvent when the number of SLB days drops below one hundred fifty (150). When the SLB Committee determines more days are needed for the bank to remain solvent, the request for SLB days shall be broadcast in each building, and non-members will be given the opportunity to enroll. A current SLB member's failure to contribute at this time will result in termination as a bank member unless the employee is currently in the process of requesting days at the time the SLB becomes insolvent. Failure to contribute at this time will result in termination as a bank member unless the employee is currently in the process of requesting days at the time the SLB becomes insolvent.
- k. Employees who are granted short-term disability will receive one (1) day for each day granted from the Sick Leave Bank for the first fourteen (14) days of leave; on the fifteenth (15th) days, the employee will receive ½ day for each day granted from the Sick Leave Bank. Days remaining in the SLB shall be carried over from year to year.
- l. If SLB days are denied, the member may appeal to the SLB committee. The requesting member shall appear at the appeal hearing. At that time the SLB committee may require additional information. A majority opinion will prevail at the appeal.

Cross References:

Legal References:

Date Adopted:

Date Revised:

Little Rock School District
Employees Sick Leave Bank Use Form

This is to indicate my desire for immediate enrollment in the Little Rock School District Sick Leave Bank. I hereby agree to donate one (1) day of my sick leave and abide by the rules of operation of the SLB as stated in the Personnel Policy Manual.

APPLICANT: _____ **DATE:** _____

ADDRESS: _____

CELL/HOME PHONE: _____

WORK SITE: _____

SCHOOL PHONE: _____

*For employees on contract before Labor Day, this completed form must be turned in to the Human Resources by end of business on September 15th or the Monday after if the 15th falls on a weekend.

*For employees on contract after Labor Day, this completed form must be turned in by the end of business twenty (20) school days from their hire date.

RECIPIENT MUST RE-CONTRIBUTE ONE (1) DAY PRIOR TO SEPTEMBER 15 OF THE NEXT SCHOOL YEAR TO BE ELIGIBLE TO MAKE ADDITIONAL WITHDRAWALS.

Little Rock School District
Employees Sick Leave Bank Authorization Form

THE COMMITTEE HAS AUTHORIZED THAT _____ DAYS BE CREDITED TO YOU

NAME _____ FROM THE SICK LEAVE BANK.

THE DATES GRANTED FOR USE ARE _____

THIS FORM HAS BEEN SENT TO THE LRSD HUMAN RESOURCES OFFICES TO NOTIFY THEM OF THE DAYS BEING GRANTED.

SICK LEAVE BANK COMMITTEE

APPROVAL DATE

RECIPIENT MUST RE-CONTRIBUTE ONE (1) DAY PRIOR TO SEPTEMBER 15 OF THE NEXT SCHOOL YEAR TO BE ELIGIBLE TO MAKE ADDITIONAL WITHDRAWALS.

THREE (3) COPIES ARE TO BE MADE OF EACH APPLICATION. ONE IS SENT TO THE APPLICANT, ONE TO HUMAN RESOURCES, AND ONE IS FILED IN THE SICK LEAVE BANK COMMITTEE RECORDS

CONFIDENTIAL
Little Rock School District
Employees Sick Leave Bank Request Form

PLEASE COMPLETE AND SUBMIT TO A SICK LEAVE BANK COMMITTEE MEMBER BEFORE YOU ARE ABSENT AND THE PAYROLL DEDUCTION HAS BEEN MADE

HAVE YOU CONTRIBUTED A DAY TO THE SICK LEAVE BANK THIS SCHOOL YEAR? YES _____ NO _____
If your answer above is NO, you are not eligible for a Sick Leave Bank Withdrawal.

APPLICANT: _____

DATE: _____

ADDRESS: _____

CELL/PHONE: _____

WORK SITE: _____

SCHOOL PHONE: _____

BRIEFLY DESCRIBE THE NATURE OF YOUR DISABILITY OR ILLNESS AND CIRCUMSTANCES THAT CAUSED YOU TO MAKE THIS REQUEST.

NUMBER OF SICK LEAVE DAYS REQUESTED: _____

BEGINNING DATE: _____ **ENDING DATE:** _____

ARE YOU CURRENTLY BEING TREATED BY A PHYSICIAN? YES _____ NO _____

HAVE YOU USED ALL OF YOUR SICK AND PERSONAL LEAVE? YES _____ NO _____

DO YOU HAVE INCOME PROTECTION INSURANCE? YES _____ NO _____

SIGNATURE

DATE

Sick Leave Bank Request Questionnaire

Name _____

Building _____ Position _____

Home address _____ City/zip code _____

Home phone _____ School phone _____

E-mail address _____

How many days are you requesting? _____

Briefly describe your medical condition (This does not substitute for a doctor's statement).

What aspect of this condition requires immediate treatment? _____

If condition is not an accident--

Could this condition/procedure have been delayed until a time when school was not in session?

(Circle one) Yes, but it would be a matter of life and death.

Yes, but it would make my life inconvenient.

No, because it is a matter of life and death.

Do you plan to retire or leave the District within the next few months? _____

By completing this form, I give the Sick Leave Bank Committee members permission to inquire as to my work history including attendance.

Requesting Member's Signature

Date

Sick Leave Bank Physician's Statement

Patient's Name _____

Briefly describe the patient's medical condition (An additional physician's statement may be attached to this form.) _____

Could the treatment causing this patient to miss work be delayed until such time as school is not in session? (Please explain your answer) _____

Could this patient attend work under restrictive conditions? If so, what conditions and for how should the patient's activities be restricted? _____

Physician's Signature

Date

Physician's Name (Printed)

Phone Number

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: _____

Health Record No.: _____

Date of Birth: _____

I authorize the use of the above-named individual's health information as described below:
The following individual or organization is authorized to make the disclosure:

ADDRESS: _____

The type and amount of information to be used or disclosed is as follows: (include dates were appropriate) **Patient's Initials**

Problem list _____

Medication list _____

List of allergies _____

Immunization record _____

Most recent history and physical _____

Most recent discharge summary _____

Laboratory results _____

X-ray and imaging reports _____

Consultation reports _____

Entire record _____

Itemized statement of all charges and payments received _____

Sick leave bank physician's statement _____

I request that a copy of all information provided to the individual or organization above also be provided to: _____

This authorization is for release of records only, and specifically does not allow discussion, verbally or in writing, with any individual, organization or representative thereof listed above.

I understand that the information in my health record may include information relating to sexually transmitted disease acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus

(HIV). It may also include information about behavioral or mental health services and treatment for alcohol and drug abuse.

This information may be disclosed to and used by:
Little Rock School District Sick Leave Bank Committee.
Address: 810 W. Markham, Little Rock, AR 72201

For the purpose of: Determining eligibility of request

I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. If I fail to specify an expiration date, event or condition, this authorization will expire in six months.

A photocopy of this authorization shall be as valid as the original.

I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my attorney.

Signature of Patient or Legal Representative Date

If Signed by Legal Representative, Relationship to Patient Signature of Witness

3.10 CERTIFIED PERSONNEL TEACHING ASSIGNMENTS AND WORK SCHEDULES

All Certified Employees are employed by the Little Rock School District and assigned to a specific work site.

The superintendent, or designee, is 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 fifty (50) minutes but no more than sixty (60) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Instructional time for all certified employees will not exceed 35 hours per week. Every certified employee will have at least two hundred (200) minutes for individual planning each week. Time in blocks of fewer than forty (40) minutes will not be considered planning time. Certified employees will not be assigned duties beyond eight hours in any contract workday, inclusive of a thirty (30) minute duty free lunch and a fifteen (15) minute relief period.

For schools on a block schedule, four hundred fifty (450) minutes each week will be used for planning and/or preparation and consultation. At least two hundred (200) minutes per week will be individual planning time.

A minimum of two hundred fifty (250) minutes of scheduled time will be provided each week (based on a 5-day workweek) for each elementary classroom certified employee for planning. Planning time must be in increments of at least fifty (50) minutes, but no more than sixty (60) minutes each for Art, Music, and P.E. during the student instructional day. The remaining two student instructional days may include a repeat pull-out of Art, Music, P.E., or other specialties that may be unique to a school. Unlike other specialties, Library Media should only be used as planning time when there are no other viable options, as determined in collaboration with the Building CCC and Leadership Team, with the final decision being made by the Building Administrator. Counselor shall not be used as planning time, per state law.

For Middle Schools, certified employees will have a minimum of 315 minutes per week of planning time. Planning time provided above the two hundred (200) minutes of individual planning time will be used for collaboration and teaming.

Certified employee work schedules will be assigned by the building administrator. Elementary schools will begin at 7:40 am and end at 2:55 pm. Teachers may be required to stay until 3:30 p.m. no more than two days per week (Monday through Thursday), with the exception of scheduled monthly faculty meetings. Secondary schools will begin at 8:45 am and end at 4:00 pm. Secondary certified employees will report to school ten (10) minutes before their instructional day begins and remain at school until the instructional day ends.

Secondary certified employees will supervise the students in their classrooms and at their hallway doors five (5) minutes before the instructional day begins. Secondary certified employees may leave the building no sooner than five (5) minutes after the students leave on days that there are no collaborative meetings scheduled.

Elementary certified employees will report to class five (5) minutes before the pupils' instructional day begins and may leave the building no sooner than five (5) minutes after the students leave on days that there are no collaborative meetings scheduled. Elementary certified employees may be required to remain at school until 3:30 p.m. up to two days per week, or one hour one day per week, not including Fridays, for scheduled small group meetings. These meetings should be specific to the teachers that are affected by the information and not inclusive of the entire staff, unless the information pertains to the entire staff. These meetings should not occur in weeks that have a regular staff meeting. There are to be no meetings of any kind scheduled on Fridays.

Teaching assignments shall be based upon; certification, performance, qualifications, career educator status, teacher preference, seniority, need, and such other factors as would indicate success in the position to be filled.

To assure that students are taught by teachers working within their areas of licensure, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study. Teachers assigned outside their major or minor fields shall not be penalized on the salary schedule in any way. When requested, the Director of Human Resources will make available to the Personnel Policy Committee a list of teachers assigned outside their major or minor fields.

All teaching assignments will be made by the building administrator or his/her superiors after the following steps are taken:

1. Each year all teachers will submit in writing their personal preference for grade level, group, and subject assignments, and such preference shall be a factor in making assignments. Department Chairs will be consulted before assignments are made in their departments.
2. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that such teachers shall not be required to engage in an unreasonable amount of interschool travel.
3. The building administrator shall consult with the Building CCC in regards to the tentative master schedule for the following year.

Notification of Assignments

1. All certified personnel shall be given written notice of the next year's tentative assignment, subject to changes in enrollment, not later than May 15. Such notice shall specify the building, grade level, subject area, and room to which the employee will be assigned.

2. Newly elected teachers shall be given such notice at the time of their employment or school assignment.
3. Secondary teachers shall not be required to teach more than four (4) courses* in the areas of English, math, social studies, or science and no more than one hundred fifty (150) students (See LRSD Board Policy 3.54). Teachers assigned four (4) courses will be so notified as soon as possible and in no case later than three (3) weeks before the teaching assignment is to commence.
4. Under no circumstances shall a teacher be assigned more than four (4) courses without additional compensation at a rate of 10% of their daily rate of pay for each additional course. Virtual classes, even with the same course code, shall count as an additional course. Blended courses will be counted as two courses. Teachers assigned to teach more than one course in a single class period will be compensated at a rate of 5% of their daily rate of pay for each additional course.
5. All teachers will be given an opportunity to discuss their tentative assignments with the building administrator if they so request. Adequate assistance in moving will be provided in addition to 2.5 days to prepare for effective instruction.

*Course-has a specific course outline with specific connections to the appropriate curriculum framework. Specifically, regular and Pre-AP and/or AP courses in the same subject are not to be considered one course.

Workdays and Holidays

1. Workdays or holidays for certified employees will not be established on Sunday.
2. Makeup days will be added at the end of the school year calendar to make the required adjustments so that the number of contract days will be complete except by mutual consent of the LRSD and the LRSD Personnel Policy Committee for Certified Employees.
3. When inclement weather forces the closing of the schools, all local radio and television stations, district communication systems, and social media platforms will notify all stakeholders no later than 6:30 a.m. insofar as possible.
4. Whenever a particular building is closed and students are dismissed due to unsafe or hazardous conditions, the certified staff of the building shall not be required to work in their particular building until conditions permit the school to be reopened. However, the

certified staff shall be responsible for assisting in the supervision of students until the students are evacuated from the building and/or grounds.

5. The LRSD and the PPC-Certified agree that it is hazardous for certified employees and students to traverse ice and/or snow-covered walkways and steps. Therefore, a school will not be opened for classes until at least one (1) entrance to the building is safe and safe parking is available.

Schedule of Workdays

1. The workdays of certified employees employed on a nine and one-fourth (9 1/4) month basis will be one hundred ninety (190) days as set forth below.
 - A. Pupil-Certified Employee Contact Days - 178 days or 1068 minutes
 - B. Professional Development –6 days as defined in A.C.A. 6-17- 2402.
 - C. Classroom Preparation – All certified employees will have, at a minimum, the three (3) consecutive, full workdays immediately preceding the first day of pupil attendance of each school year for their individual use in preparing their classroom or office.
 - i. If a certified employee is reassigned after the first day of school, he/she will receive two and a half (2 ½) days of classroom preparation time before beginning his/her new assignment.
 - ii. If needed, only one (1) three-hour meeting may be called on day one or day two of the three days preceding the first day of pupil attendance for department or group meetings to ensure a smooth opening of school.
 - iii. On the day immediately preceding the first day of pupil attendance there will be no meetings or events scheduled or held for any reason.
 - D. The two (2) full workdays/professional days at the conclusion of the second and fourth nine weeks will have a one-hour professional development meeting from 8:00-9:00 a.m. at the elementary level and 9:00-10:00 a.m. at the middle and high school level.
 - E. There will be no meetings or school events scheduled on the evenings of high school graduations, scheduled LRSD meetings or elections, or local, state or national elections.

Additional Workday

Certified Employees requested (by the building administrator or Central Office administrator) to provide professional services (attend Saturday PD, Summer PD, provide a workshop, etc.) on a day not specified as a workday shall be compensated for the time spent in performing those services at a rate of \$35 per hour with a daily cap of \$280 per day. This provision does not apply to teachers who are paid a stipend for extra duty, for services performed outside the minimum scheduled hours of work on a contracted

day, or for State Department requirements for job performance. If a teacher is mandated (by the building administrator or Central Office Administrator) to provide professional services (attend Saturday PD, Summer PD, provide a workshop, etc.) or to be in attendance on a day not specified as a contracted day or during a time outside of contractual hours, the teacher will be compensated for the time spent in performing those services at the employee's individual daily rate of pay.

Teaching Hours and Load

Certified employees are encouraged to spend additional time before or after school within reasonable limits and on an occasional basis in order to comply with parental requests for personal conferences. The restrictions stated herein should not be construed to imply that certified employees may not or should not arrive at school earlier or remain later than the times specified.

No certified teacher shall be assigned more students than allowed by the Arkansas Standards for Accreditation of Public Schools, regardless of the type of schedule followed by the school, except in courses that lend themselves to large group instruction, such as band, choir, physical education, etc.

The certified employee's work time, before and after school, shall not be considered instructional time. An elementary certified employee may be assigned supervisory duties during this time up to one hour (60 minutes) per week without additional compensation.

Certified employees assigned non-teaching duties over sixty (60) minutes per week will be compensated at their daily rate of pay.

Every certified employee shall have a duty-free, uninterrupted lunch period of thirty (30) minutes. A fifteen (15) minute unassigned relief period will be provided for each elementary certified employee each day. This can be attached to a lunch period.

The hours of service shall be continuous and in no instance shall the certified employee's workday exceed the provisions set forth in this section.

There will be no coercive measures taken to solicit volunteers and there will be no reprisals of any kind taken against any certified employee who chooses not to volunteer to perform duties during his/her lunch period without pay.

Any certified employee who is performing supervisory duties on the playground or in the cafeteria shall be given release time from his/her instructional duties for any discipline-related activities resulting from incidents that occur while performing the supervisory duties

Non-Instructional Duty

Certified employees may be assigned non-instructional duty for up to sixty (60) minutes per week under the following guidelines:

1. Elementary certified employees will work with their administrator to establish the time and the length of when their duty will be assigned.
2. Elementary duty may include bus duty before or after school, recess, lunch, etc.

3. All certified employees will have their thirty (30) minute, duty-free lunch period each day. If they are assigned lunch duty, it must be at a different time. The lunch and break can be combined for a forty-five (45) minutes duty free lunch/break.
4. All certified employees are required to attend one one-hour staff meeting after school monthly. At least one (1) weeks' notice will be given for all meetings except in emergencies.
5. Secondary certified employees may fulfill their non-instructional duty requirements by subbing one period per week for up to sixty (60) minutes. For schools on a block schedule, secondary certified employees may sub for one block every other week to fulfill their duty requirement. Any additional subbing required must be paid at the employee's daily rate of pay.

Required Meetings

1. Certified employees may be required to attend the following meetings:
 - A. One (1) regularly scheduled faculty meeting each month. At the beginning of each school year, the building administrator, in collaboration with the CCC, will agree on a set time and date for each of these regularly scheduled monthly faculty meetings. If a regularly scheduled faculty meeting must be canceled due to circumstances beyond the district's control, the meeting can be rescheduled. Whenever possible, at least one (1) week's notice will be given to certified employees for any rescheduled meetings.
 - B. Certified employees will be involved in planning the content of professional development including the method of evaluation and will be given the opportunity to complete an evaluation at the conclusion of each meeting.

Other Meetings

Certified employees may not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation. A Back-to-School Bash/Meet the Teacher event may be scheduled in lieu of Open House, but certified employees are required to attend only one of this type of event.

Attendance

Attendance at all meetings not specifically authorized above will be at the option of the individual certified employee.

**Professional Development is anything that focuses on instructional planning, looking at student work, data analysis, presentations/workshops/trainings that focus on anything related to teaching and learning, directed grade level meetings, PLCs, etc.*

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.11 CERTIFIED PERSONNEL PROFESSIONAL LEAVE

Professional Leave

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

Budgeting concerns and the potential benefit for the District’s students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave, but, in any case, no less than thirty (30) days 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.

Release Time for State/National Professional Education Association (PEA) President(s)

The Little Rock School District finds that service as a president of a state or national PEA is of value to the district and to educators, as this role provides a vital platform to represent the needs of students and educators in state and federal policymaking. The Board authorizes the release of the state/national professional education association president(s) as specified below and directs the Administration to allow such absences according to the following provisions:

1. The president will be released full-time from his/her certified position for the equivalent of their elected term(s) of office. The PEA will reimburse the District the salary and benefits for the release time.
2. The release time president will notify the district prior to sixty (60) days before the end of the second semester of the final year of his/her elected term of office as to his/her intent to return to the district, extend the leave based on re-election, or resign from the district. Failure of the president to meet the notification requirement will warrant nullification of the employment contract.
3. At the completion of his/her release time, the District shall return the president to the position from which he/she left or a similar position in the certification area(s) of the

president, without demotion. Failure to maintain required certification will warrant nullification of the employment contract.

4. The right of return will not include reassignment of extracurricular positions previously held.
5. Time served as release president will be counted for purposes of experience credit on the District salary schedule and Arkansas Teacher Retirement System. All benefits, including non-probationary status and accumulated leave, to which a certified employee was entitled to at the time his/her leave of absence commenced shall continue to accrue and be restored to him/her upon his/her return to active duty with the LRSD.

Cross References:

Legal References:

Date Adopted:

Last Revised:

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

Individuals who have been convicted of certain sex crimes must register with law enforcement as sex offenders. Arkansas law places restrictions on sex offenders with a Level 1 sex offender having the least restrictions (lowest likelihood of committing another sex crime), and Level 4 sex offenders having the most restrictions (highest likelihood of committing another sex crime). While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW) and it is the responsibility of district staff to know and understand the policy and, to the extent requested, aid school administrators in enforcing the restrictions placed on campus access to Level 3 and Level 4 sex offenders. It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.¹

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.13—CERTIFIED PERSONNEL PUBLIC OFFICE

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

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

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

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

Cross References:

Legal References:

Date Approved:

Last Revised:

3.14—CERTIFIED PERSONNEL JURY DUTY

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) of the summons to jury duty to his or her supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty.

Cross References:

Legal References:

Date Approved:

Last Revised:

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Cross References:

Legal References:

Date Approved:

Last Revised:

3.16—CERTIFIED PERSONNEL POLICY FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall use the building credit card with which to purchase items to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

1. Twenty dollars (\$20) per student enrolled in the teacher's class for more than fifty percent (50%) of the school day at the end of the first three (3) months of the school year; Or
2. Five hundred dollars (\$500).
3. A.C.A. 6-16-130-Visual Art and Music Classroom Supplies
The Department of Elementary and Secondary Education shall provide a stipend of not less than one hundred dollars (\$100.00) per class to each school for the purchase of necessary supplies or equipment for the classes required by this subsection. (Visual Art and Music)

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the building level supervisor a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Receipts totaling less than \$20.00 will be held until total receipts are equal to or greater than \$50.00. Supplies and materials purchased with district funds are district property, and should remain on district property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the district campus. Items purchased through these monies remain the property of the district and may be used by the teacher as long as he/she remains in the district, regardless of the building to which he/she is assigned. Upon leaving the district, all materials remain the property of the district and must remain on district property.

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.17—CERTIFIED PERSONNEL CODE OF CONDUCT

A. Definitions

“Insubordination” is defined as a willful or intentional failure to obey a lawful and reasonable request of a supervisor. The elements of insubordination are:

1. A direct order was issued to an employee.
2. The employee received and understood the order.
3. The employee refused to obey the order through an explicit statement of refusal or through nonperformance.
4. In the case of abusive language toward a supervisor, insubordination may not be found if:
 - a. It was provoked by the supervisor.
 - b. It was not spoken in the presence of others.

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

Examples of sexual harassment include, but are not limited to:

1. Making sexual propositions or pressuring for sexual activities;
2. Sexual Grooming-Sexual Grooming is when a person builds a relationship with a child, young person or an adult who is at risk so they can abuse them and manipulate them into doing things of a sexual nature;
3. Unwelcome touching;
4. Writing graffiti of a sexual nature;
5. Displaying or distributing sexually explicit drawings, pictures, or written materials;
6. Performing sexual gestures or touching oneself sexually in front of others;
7. Telling sexual or crude jokes;
8. Spreading rumors related to a person’s alleged sexual activities;
9. Discussions of sexual experiences;
10. Rating, ranking, or assessing students or other employees as to:
 - a. Physical attractiveness;
 - b. Sexual activity or performance; or

c. Sexual preference;

11. Circulating or showing e-mails or Web sites of a sexual nature;

12. Intimidation by words, actions, insults, or name calling; and

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 or not the individual self-identifies as homosexual or transgender.

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

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

B. Certified Employees Progressive Discipline

1. The LRSD will follow the principles of progressive discipline with respect to minor offenses. Any action taken against a certified employee will be appropriate to the behavior which precipitated such disciplinary action. Progressive Discipline levels do not carry over from year to year.

2. Stages of Progressive Discipline

- a. Written Warning-a written warning may not be placed in a certified employee's personnel file.
- b. Written Reprimand-A copy of the written reprimand will be placed in the certified employee's personnel file.
- c. Suspension Without Pay-A suspension without pay is normally from one to ten days. It is the third step in progressive discipline for minor offenses. However, the pay will not be withheld from the certified employee until after a hearing at Level III has been conducted and a decision rendered, or five (5) calendar days after the disciplinary action is taken is the suspension is not grieved.
- d. Recommendation for Termination

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.18—CERTIFIED 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 or her district employment which will interfere, or otherwise be incompatible with the District employment, including normal duties outside the regular work day; nor shall an employee accept other employment which is inappropriate for an employee of a public school.

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

When a certified 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 certified 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 certified position and any other contracted position, the certified 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:

Legal References:

Date Adopted:

Last Revised:

3.19—CERTIFIED PERSONNEL EMPLOYMENT

A. Employment Requirements

1. All prospective employees must complete 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.
2. If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.
3. It is grounds for termination for contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry Check.
4. **Process for Credit for Experience**
Upon being initially employed by the Little Rock School District, the employee shall be given full credit for previous certified teaching experience in schools, colleges, or universities accredited in Arkansas or by an accrediting agency of comparable rank. Credit for non-certified college and university teaching will not be allowed unless the experience was in the certified employee's major teaching field and is based on an identified critical needs area(s). Individual situations may be considered on a case-by-case basis.
5. All teachers shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of 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.
6. **Notification of Employment**
 - a. Upon approval, the Board shall offer an employment contract to a Certified Employee.

B. Career Technical Education Certified Employees and Non-Traditional Certified Employees

1. Career Technical Certified employees and Non-Traditional Certified employees' Salary Schedule Placement (Career Technical Certified employees are defined as certified employees who are certified / certified with a vocational permit in a professional / vocational area. Examples are food production, law enforcement, automotive, computers, etc.)
2. Certified Employees with degrees-Career Technical certified employees and non-traditional certified employees who have a bachelor's or master's degree will be placed on the same salary schedule adopted by the LRSD Board of Directors of the Little Rock School District for the regular academic certified employees. Actual work experience for these certified

employees will be substituted for teaching experience on the salary schedule for Career Technical Certified employees.

3. Certified Employees Without Degrees-Non-degree Career Technical certified employees with minimum qualifications (high school education and six years' work experience) will be placed at the beginning certified employees' classification on the regular bachelor's degree salary schedule. Credit will be given for work experience in excess of the minimum of six (6) years up to a maximum placement at step ten (10) on the regular bachelor's degree range of the certified employee's salary schedule.

C. Staff Definitions

1. **Certified Employee**-Any person who must possess a teaching or administrative license issued by the Arkansas Department of Education.
2. **Novice Teacher**-Novice teachers are individuals with less than 3 years of total student-facing teaching experience as determined by the following criteria:
 - a. Assigned to certain 6-digit course codes in eSchool or job codes in eFinance requiring a license or involving a class taught for concurrent credit
 - b. Reported by district in eFinance as having 0, 1, or 2 years of total teaching experience—The "Years in Total" field does not affect the years of service toward retirement as collected by the Arkansas Teacher Retirement System. This field does not determine where a teacher falls on the pay scale. Districts may choose to count classified employment experience (ex: paraprofessional experience) toward pay scale placement for individuals who are technically in their first year of teaching. However, the years of experience fields in the eFinance General Employment tab need to reflect the total number of years an individual has been employed in a teaching position.
 - c. Teachers who are first year teachers in Arkansas but have 3 or more years of teaching experience in another state are not considered novice teachers.
 - d. Teachers returning to the profession with 3 or more years of teaching experience are not considered novice teachers.
 - e. Private or charter school teachers with 3 or more years of experience are not required to participate in mentoring if the district chooses to report these years of experience to the state.
 - f. Mentoring for international teachers should be determined on a case-by-case basis. The hiring district and state mentoring specialist should work collaboratively to plan support. If school is participating in a grant funded ESC mentoring program, the mentoring program specialist should also be involved in planning support.

3. **Interim Teacher**-Teachers who receive an assignment after the first student contact day of the school year that continues until the end of the school year. The position is declared vacant at the end of the school year, and the interim teacher is encouraged to apply.

D. Certified Staff Assignments and Transfers

1. Voluntary Transfers of Certified Staff

- a. A voluntary transfer is an employee-initiated lateral move from one position to another position within the district.
- b. Voluntary transfers must occur no later than July 1 unless it is a newly-posted position or the voluntary transfer is agreed upon by both hiring managers.
- c. Application: A change in teaching position from one school to another may be requested by a certified employee by filing an online application (short form) for transfer to a posted position within the District no later than ten (10) days after the vacancy is published. All requests for transfer(s) will remain active for one (1) year from the date of application submission.
- d. Listing of Vacancies: Vacancies are posted online via the LRSD website and shared through district email and are continuously updated as they become available.
- e. Vacancy Posting: Whenever a teaching vacancy exists, that vacant position will be posted electronically on the district's website and sent to all employees via email. Existing teaching staff in the district that make timely applications for the position will be interviewed before any outside applicants if the internal applicant meets performance, qualifications, and effectiveness criteria.
- f. Notification: All applicants for a position will be notified of the decision within ten (10) days after the recommendation to hire decision is made.

2. Involuntary Transfers of Certified Staff

- a. An involuntary transfer is an employer-initiated move of an employee from one position to a comparable position.
- b. The LRSD recognizes that the reassignment of some certified employees within a school may be unavoidable. However, such reassignments will be held to a minimum and made only under the following provisions: Reassignments within a school will not be made without the consent of the certified employee except as follows:
 - i. Significant change in school enrollment or loss of a class.
 - ii. Reduction of the number of courses or certification needs of the school.
 - iii. Substitution of a study hall or a non-teaching duty for a teaching period.
 - iv. Factors related to job performance indicate that a certified employee may perform more effectively in another assignment.

- v. Factors related to teaching performance shall be defined as evaluations, and experience in a particular grade level. and preference of the certified employee.
- vi. Certified employees shall be notified immediately of their reassignment.

3. District Reassignment:

- a. All Certified Employees are district employees and are assigned to a worksite/school as needed.
- b. In the event of a school closing or reorganization, a list of known vacancies in the district will be compiled and published at the time of school closing(s) or reorganization.
- c. Application: A change in teaching position from one school to another may be requested by a certified employee by filing an online application (short form) for transfer to a posted position within the District no later than ten (10) days after the vacancy is published. All requests for transfer(s) will remain active for one (1) year from the date of application submission.
- d. Listing of Vacancies: Vacancies are posted online via the LRSD website and shared through district email and are continuously updated as they become available.
- e. Vacancy Posting: Whenever a teaching vacancy exists, that vacant position will be posted electronically on the district's website and sent to all employees via email. Existing teaching staff in the district that make timely applications for the position will be interviewed before any outside applicants if the internal applicant meets performance, qualifications, and effectiveness criteria.
- f. Notification: All applicants for a position will be notified of the decision within ten (10) days after the recommendation to hire decision is made.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.20—CERTIFIED PERSONNEL TRAVEL EXPENSES

- A.** Certified employees who are assigned classes or other duties at more than one (1) school and are required to provide their personal automobile for transportation will be reimbursed according to LRSD policy. Travel time will not be taken from the preparation time for certified employees who must travel from one school to another. If preparation time must be lost to allow a certified employee to travel between schools, a stipend of \$2000 will be paid to the certified employee.
- B.** Certified employees who take students to contests or activities approved by their building administrators will be reimbursed for travel expenses in the following manner:
 - 1.** Prior approval of the trip (and absence if involving school days) must be secured from the appropriate Administrator.
 - 2.** Prior approval for advance payment of expenses must be obtained from the building administrator.
 - 3.** If use of a certified employee's personal automobile is required, mileage at the state mileage rate will be paid to the certified employee. If sufficient numbers of persons are participating, a bus should be used.
 - 4.** Advance payment for meals and lodging will be paid at the state per diem rate. The policies of the LRSD Board of Directors are to be adhered to, and itemized receipts, as required, must be turned in to the Business Office.
- C.** Certified employees who are asked to attend workshops or meetings not listed in the monthly calendar of events by Central Office administrators will be reimbursed (a) for use of their personal automobile at the state mileage rate (b) registration fees, and (c) meals and lodging at the state per diem rate if overnight stay is involved. Trips to destinations in Pulaski County will not qualify for advance payment of meals and lodging.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.21— CERTIFIED 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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.22—DRESS OF CERTIFIED EMPLOYEES

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.23—CERTIFIED 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.

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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.24—CERTIFIED PERSONNEL DEBTS

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

At the discretion of the Superintendent, he/she or his/her designee may meet with an employee who has received a third garnishment within a twelve (12) month period for the purpose of warning the employee that a fourth garnishment may result in a recommendation of dismissal to the School Board.

At the discretion of the Superintendent, a fourth garnishment within a twelve (12) month period may be used as a basis for a recommended dismissal. The Superintendent may take into consideration other factors in deciding whether to recommend dismissal based on a fourth garnishment. Those factors may include, but are not limited to, the amount of the debt, the time between the first and the fourth garnishment, and other financial problems which come to the attention of the District.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.25—CERTIFIED PERSONNEL GRIEVANCES

A. Purpose

The purpose of this grievance procedure is to provide for an orderly method of resolving concerns raised by an employee at the lowest possible administrative level and in a clear and timely manner for both parties.

B. Definitions

1. **“Employee”** means any person employed under a written contract by this school district.
2. **“Grievance”**- means any concern related to a violation, misapplication, or concern related to personnel policy, salary, Federal or State laws and regulations, board policies, or terms or conditions of employment raised by an employee, including recommendations for termination or suspensions. A grievance may be pursued by an individual employee or by a group of employees who have the same grievance.
3. **“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:
 - a. More than one individual has an interest in the matter; and
 - b. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
 - c. The group has designated an employee spokesperson and a representative to meet with administration and/or the board and speak on their behalf; and
 - d. All individuals within the group are requesting the same relief.
4. **“Immediate Supervisor”** means the person immediately superior to an employee who directs and supervises the work of that employee.
5. **“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.

C. Overview

The grievance policy includes the following provisions:

1. A procedure for resolving grievances informally with the employee’s immediate supervisor.
2. A procedure to appeal in writing an unsatisfactorily resolved grievance from the immediate supervisor to the superintendent of schools or his/her designee.

3. A procedure to appeal in writing an unsatisfactorily resolved grievance from the superintendent or his/her designee to the school district board of directors at the next regularly scheduled board meeting unless both parties have agreed to a different date.
4. A procedure by which an employee may waive his/her right to a board hearing and appeal to a Hearing Officer for a final decision.

D. Representation

No employee shall be required to discuss any grievance without a representative unless the employee waives that right by signing a waiver document. **“Representative”** means that the employee has the right to be represented by a person of his/her choosing, but not by a member of a party’s immediate family at all levels of the proceedings.

E. Cooperation

The LRSD agrees to cooperate in the investigation of any grievance and to exchange any information required for the processing of the grievance.

F. Filing of Grievances

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the parties.

G. Informal Resolution

The parties acknowledge and agree that an employee and his/her immediate supervisor shall first attempt to resolve any problem at the lowest possible administrative level in an orderly fashion within five (5) days of the incident upon which the problem is based.

The LRSD Board agrees that the disciplinary process for minor offenses shall normally be based on a system of progressive discipline involving a written warning, written reprimand, suspension without pay, and discharge. The parties acknowledge that some levels of conduct may merit discipline at any level, up to and including discharge. Employees shall have the right to a representative at any disciplinary meeting.

H. Formal Grievance Procedure

1. Level One – Immediate Supervisor

If the grievance is not resolved to the employee’s satisfaction through informal discussions with his or her immediate supervisor, the employee may, within five (5) working days from the date the informal resolution efforts failed, submit the grievance to the appropriate supervisor, with a copy to the Superintendent.

The grievance letter shall include the following:

- a. Name of the employee(s) involved

- b. Date of the alleged violation
- c. Citation of the contractual violation
- d. Brief summary of the facts giving rise to the grievance
- e. Statement of the contention of the employee(s) on the issues
- f. The requested remedy

The supervisor shall, within five (5) days after the receipt of the grievance, set a date and time for a meeting with the employee and the representative. The grievance letter shall not limit the discussion of relevant facts that may come to light in the course of the discussion of the grievance.

The supervisor shall provide the aggrieved party and the representative with a written answer to the grievance within five (5) days after the meeting. If no decision is rendered within the timeline, the grievance is sustained.

2. Level Two - Superintendent

If the employee is not satisfied with the administrator's determination, or if no decision has been rendered within five (5) days after the meeting, then within ten (10) days after the Level One meeting, the grievance shall be advanced to Level Two. The employee shall be entitled to a hearing before the Superintendent or his designee within ten (10) working days of the date the employee provides a written grievance to the Superintendent. The grievance hearing procedure shall be informal and shall consist of the employee explaining and supporting the grievance, the employee's immediate supervisor explaining and supporting his or her opposition to the grievance, and both sides responding to questions from the Superintendent or his or her designee. The employee may be represented at the hearing by a person of his or her choosing (but not a member of the employee's immediate family). The Superintendent or his or her designee will provide the employee a written decision within ten (10) working days from the date of the grievance hearing. If no decision is rendered within the timeline, the grievance is sustained.

3. Level Three – Appeal to the LRSD Board of Directors or Independent Hearing Officer

If the employee is not satisfied with the decision of the Superintendent or his or her designee, the employee may appeal to the LRSD Board of Directors by providing a written notice of appeal to the President of the LRSD Board of Directors and the Superintendent of Schools within five (5) working days of the employee's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the employee's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless a twenty-four (24) hour notice is given by the employee or a different date is agreed to by both parties. Failure to attend the second scheduled appeal hearing, absent compelling circumstances, will result in the case being determined by the facts presented. The hearing shall be open or closed at the discretion of the employee, unless it is required by law to be open. The employee may be represented at the

hearing by a person of his or her choosing, but not a member of the employee's immediate family. The employee shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of Directors shall decide the grievance within ten (10) working days of the completion of the grievance hearing and shall provide a copy of its decision in writing to the employee. If no decision is rendered within the timeline, the grievance is sustained.

Instead of a hearing before the LRSD Board of Directors, an employee may choose to have his or her grievance decided by an Independent Hearing Officer appointed by the Board. In order to elect the option of an appeal to a Hearing Officer, the employee must sign a written waiver of his/her right to appeal to the Board and, within five (5) working days of his/her receipt of the superintendent's written grievance response, the employee must notify the superintendent in writing of his/her appeal and his/her choice to waive his/her right to a Board Hearing and to instead have the hearing before a Hearing Officer.

The Hearing Officer shall schedule a hearing within five (5) days after receipt of the grievance, unless all parties agree to a later time. The employee shall have the right to a representative of her/his choice at the hearing, as well as an opportunity to present witnesses and other evidence to the Hearing Officer, and to question any witnesses presented by the administration using the same time limits as for a Board Hearing. Within ten (10) days following the hearing, the Hearing Officer shall send his/her written decision to all parties. The Hearing Officer's decision with respect to the grievance shall be final, and the grievant shall have no further right of appeal. If no decision is rendered within the timeline, the grievance is sustained.

I. Group Grievance

1. A group of certified employees who have the same grievance may file a group grievance. If a grievance affects a large number of employees and/or sites, and the employees are requesting the same relief, a group of employees may initiate and submit a grievance in writing to the Certified Personnel Policy Chairperson directly for the purposes of reviewing related policies for potential policy change or amendments to existing policies. The employee group may process the grievance through all levels of the grievance procedure.
2. A group of certified employees who file a group grievance must select an employee spokesperson and a representative to meet with the administration and the Board or Hearing Officer on their behalf throughout the grievance process.
3. If multiple employees have filed individual grievances that are of the same nature, then the Board of Directors may consolidate the individual grievances that are of the same nature into a group grievance.
4. If the Board of Directors consolidates the individual grievances that are of the same nature into a group grievance, the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to be the group spokesperson. The group shall have the right to a representative of their choice at all grievance proceedings, including the hearing, as well as an opportunity to present witnesses and other evidence following the grievance process during the hearing.

5. The group shall be provided the same grievance process as an individual grievance at the Board hearing or with a Hearing Officer, except in cases where the total remedy sought for the group is more than \$20,000. If the total amount is more than \$20,000, the group grievance must be heard by the LRSD Board of Directors and not a Hearing Officer. The same timelines apply to a group grievance that apply to an individual grievance.
6. Once the grievance is decided, the decision applies to all individuals and sites represented in the group grievance. If no decision is rendered within the timeline, the grievance is sustained.
7. There shall be no reprisals of any kind taken against any employee/site that provides information for or participates in a group grievance or that is affected by the outcome of a Group grievance.

J. Reprisals

There shall be no reprisals of any kind against an employee who exercises his or her right to pursue a grievance or participates in the process of any grievance, including sharing information as a witness.

K. Compensation

The pay of an employee recommended for non-renewal or termination shall continue until the Level Three Hearing is determined.

L. Precedent

Any Board or Hearing Officer's decision shall be considered as precedent for future grievances.

M. Grievances Related to Change in Placement

When an employee is not offered a contract in his/her existing placement during the contract recommendation process, but subsequently accepts a contract for employment in another position in the district, the change in placement is not grievable unless it is the result of a violation as defined in B2.

Cross References:

Legal References:

Date Adopted:

Last Revised:

LRSD Grievance Form

Violation-What policy or law has been violated?

Employee: _____

Date(s) of Violation: _____

Summary of Facts:

Statement of Employee on Issues:

Documentation of Violation (Can attach additional pages):

Requested Remedy: 1. _____

2. _____

3. _____

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

- A.** The Little Rock School District is committed to providing an academic and work environment that treats all students and employees with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination.

Sexual harassment is a form of discrimination that undermines the integrity of the educational and work environment and will not be tolerated.

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

1. The nature of sexual harassment;
2. The District's written procedures governing the formal complaint grievance process;
3. The process for submitting a formal complaint of sexual harassment;
4. That the district does not tolerate sexual harassment;
5. That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
6. The supports that are available to individuals suffering sexual harassment; and
7. The potential discipline for perpetrating sexual harassment.

B. 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:

A District employee:

1. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct; or
2. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
3. 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
4. Constitutes:
 - a. Sexual assault;
 - b. Dating violence
 - c. Domestic violence; or
 - d. 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:

1. Making sexual propositions or pressuring for sexual activities

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

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

1. Discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
4. explain to the complainant the process for filing a formal complaint.

C. Supportive Measures

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the 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 make available 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.

D. 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:

1. Notice of the District's grievance process and a copy of the procedures governing the grievance process;
2. 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:
 3. The identities of the parties involved in the incident, if known;
 4. The conduct allegedly constituting sexual harassment; and
 5. The date and location of the alleged incident, if known;
6. 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;
7. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
8. That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
9. 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:

1. 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;
2. 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;
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
5. 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;
6. 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;

7. 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:
8. Whether obtained from a party or other source;
9. The District does not intend to rely upon in reaching a determination regarding responsibility; and
10. That is either Inculpatory or exculpatory; and
11. 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) 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:

1. Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
2. Provide each party with the answers;
3. Allow for additional, limited follow-up questions from each party; and
4. 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:

- 1. If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- 2. 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:

- 1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

2. The respondent is no longer enrolled at the District; or
3. 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.

E. Appeals

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

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

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.

F. 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:

1. 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;
2. Submit a report to the child maltreatment hotline;
3. Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
4. 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:

1. Any individual who has made a report or complaint of sex discrimination;
2. Any individual who has made a report or filed a formal complaint of sexual harassment;
3. Any complainant;
4. Any individual who has been reported to be the perpetrator of sex discrimination;
5. Any respondent; and
6. 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.

G. Administrative Leave

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

H. 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.

I. 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 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.

J. Records

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

1. Each sexual harassment investigation including:
2. Any determination regarding responsibility;
3. Any disciplinary sanctions imposed on the respondent;
4. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
5. Any appeal and the result therefrom;
6. All materials used to train Title IX Coordinators, investigators, and decision-makers;
7. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
8. The basis for the District's conclusion that its response was not deliberately indifferent; and Document:
 - a. 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

- b.** 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:

Legal References:

Date Adopted:

Last Revised:

3.27—CERTIFIED 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.

Regulations will be developed in the Certified Personnel Procedural Manual regarding supervision of students at all levels.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.28-CERTIFIED PERSONNEL ACCEPTABLE USE POLICY

A. Purpose and Scope

This policy governs the acceptable use of all LRSD technology resources, including but not limited to computers, laptops, tablets, mobile devices, networks (wired and wireless), internet access, email systems, district-provided accounts (e.g., Google Workspace, Learning Management Systems, administrative software), software, hardware, and telecommunication devices. These resources are provided to facilitate essential district business, support instruction, enhance professional development, and improve operational efficiency.

This policy applies to all LRSD employees, temporary staff, substitutes, volunteers, and authorized contractors ("Staff") who utilize district technology resources, whether on or off district property.

B. Policy Statement

Staff are entrusted with access to valuable district technology resources and sensitive information. Use of these resources must be professional, ethical, and responsible, aligning with the district's mission, educational goals, and operational needs. Staff are expected to exercise good judgment and adhere to the guidelines outlined herein, all other applicable district policies, local, state, and federal laws, and professional ethical standards.

C. Applicable Laws, Policies, and Standards

Staff use of technology resources is subject to compliance with:

1. The Children's Internet Protection Act (CIPA), particularly regarding the filtering of inappropriate content and the safety of minors online. Staff are responsible for supervising student online activity in accordance with CIPA and district procedures.
2. The Family Educational Rights and Privacy Act (FERPA), which protects the privacy of student educational records. Staff must strictly adhere to FERPA guidelines and district policies regarding the access, use, storage, and disclosure of student data.
3. Federal Copyright Law and the Digital Millennium Copyright Act (DMCA). Staff must respect copyright and intellectual property rights and utilize resources in accordance with "fair use" principles.
4. State laws, including but not limited to Arkansas Act 1280 (Digital Learning) regarding the implementation and support of digital learning opportunities, and Arkansas Act 504 of 2019 requiring mandatory annual cybersecurity training for state and public employees.
5. All LRSD Board Policies, Personnel Policies, and Administrative Procedures.
6. The Arkansas Department of Education (ADE) Rules Governing the Code of Ethics for Arkansas Educators.

D. Acceptable Use Guidelines

District technology resources are provided for conducting school business and supporting the educational development of students. Acceptable uses include:

1. Accessing educational resources, conducting research, and preparing instructional materials.
2. Professional communication via district email and approved platforms.
3. Engaging in professional development and training activities.
4. Performing administrative tasks and fulfilling job duties.
5. Utilizing district-approved software and applications for educational and administrative purposes.
6. Supporting blended learning, virtual instruction, and the use of Learning Management Systems (LMS) and other digital learning tools.

E. Prohibited Actions

The following actions are strictly prohibited when using district technology resources:

1. **Unlawful or Unauthorized Activities:** Using resources for any purpose that violates local, state, or federal law, including but not limited to unauthorized access to computer systems or data ("hacking"), identity theft, or engaging in criminal activities.
2. **Improper Content or Communication:** Accessing, creating, storing, displaying, transmitting, or distributing material that is obscene, pornographic, sexually explicit, discriminatory, harassing, defamatory, abusive, threatening, or illegal. This includes engaging in "flaming," "spamming," or any communication that constitutes cyberbullying or harassment towards students, colleagues, or others, as defined by district policy and state law. Use of racially derogatory, homophobic, or "hate site" content is prohibited.
3. **Data Privacy Violations (FERPA & Confidentiality):** Accessing, disclosing, or distributing confidential student information (protected under FERPA) or sensitive employee data without proper authorization. Storing confidential student or employee data on personal devices or unauthorized cloud services is strictly prohibited. Staff must take proper care to guard the privacy of such information and report any suspected breach immediately.
4. **Copyright & Licensing Violations:** Copying, downloading, sharing, or distributing copyrighted materials (software, music, videos, text, images) without authorization or legal right (e.g., fair use). Installing or using unlicensed or unauthorized software on district equipment.
5. **Misuse of Accounts & Security:** Sharing your district username or password with anyone (except authorized IT personnel when necessary). Using another individual's account or password. Attempting to bypass security measures, access unauthorized systems or data, or

gain elevated privileges without permission. Leaving district accounts logged in on unsecured devices or public computers.

6. **Damage or Disruption of Systems:** Deliberately damaging, disrupting, altering, or abusing district technology hardware, software, networks, or data. Introducing malware (viruses, ransomware, etc.) into the network. Installing, removing, or modifying hardware or unauthorized software without authorization.
7. **Non-Work-Related Use / Commercial Activity:** Using district technology resources for personal financial gain, commercial ventures, advertising, soliciting, or promoting non-district products, services, or organizations. Limited, incidental personal use may be permitted if it does not interfere with job duties, consume excessive resources, or violate any other policy provision.
8. **Circumventing Security Measures:** Attempting to bypass or disable security filters, firewalls, network access controls, or other protective measures implemented by the district.

F. Specific Guidelines

Device Management (Staff-Issued Devices):

1. **Purpose of Device Loan:** The LITTLE ROCK SCHOOL DISTRICT loans laptops and other devices to staff for professional purposes, which includes preparing for fall instruction, engaging in summer professional development activities, and other planning and logistical tasks for the upcoming school year (as referenced in Section 4. Acceptable Use Guidelines).
2. **Device Checkout and Tracking:** All district-owned devices must be formally checked out to staff in Incident IQ. Devices not properly checked out are subject to disabling until this procedure is completed.
3. **Summer Device Checkout:** As a courtesy, staff may be allowed to check out devices for the summer. This courtesy is extended with the understanding that the device is for professional development, planning, and logistics for the coming school year, provided the staff members will be returning to the district and the same school or department from which the device was obtained. This courtesy may be restricted or rescinded due to circumstances as deemed by the Computer & Information Services (CIS) Department.
 - a. **Device Care:** Staff are responsible for treating district-issued laptops and other devices with utmost care, maintaining them in a secure and clean environment. Avoid exposure to extreme temperatures, moisture, direct sunlight (e.g., leaving devices in vehicles). Handle devices carefully during transport to prevent damage or loss. Devices are expected to be returned in good working order, consistent with normal wear and tear.

- b. **Acceptable Use:** District-issued devices are provided for educational purposes and district business only. Installation of unauthorized software or any hardware modifications is strictly prohibited.
 - c. **Security and Data Privacy:** Staff must maintain a strong password on the device and enable any required multi-factor authentication (MFA). Devices must not be left unattended in public spaces or any unsecured locations. Exercise caution during non-work hours (e.g., summer) to prevent theft. Remember that student and school data stored on the laptop must be handled with strict adherence to FERPA, data privacy guidelines, and all applicable laws.
 - d. **Network Connections:** Secure network connections (e.g., home wifi, district wifi) must be always used when connecting district devices to the internet. **Avoid using district devices on public or free wifi** in restaurants, hotels, airports, libraries, parks, etc. A cellular hotspot should be used in these situations if internet access is required for district work.
 - e. **Reporting Loss or Damage:** Theft of a district device must be immediately reported to both the district's Computer Information Service (CIS) department (via Incident IQ Ticketing) and local law enforcement authorities. Any damage to a district device, regardless of cause, must be reported immediately to the CIS via Incident IQ Ticketing.
 - f. **Return of Device:** Staff-issued devices must be returned in good working condition by the designated return date or upon separation from the district. Staff leaving the district must return the device immediately to their school site or the District Technology Center. It is the staff member's responsibility to back up and remove all personal data *before* returning the device.
 - g. **Financial Liability:** Staff may be held financially responsible for the cost of repair or replacement for any loss or damage to a district-issued device determined to be beyond normal wear and tear or resulting from negligence. Determination of costs will be based on current market value.
4. **Use of Privately-Owned Devices:** Use of privately-owned devices on the district network is subject to district policy and assumes **NO expectation of privacy**. The district reserves the right to monitor activity on the network and may act if policy violations are suspected.
5. **Social Media & Online Professional Conduct:** Staff utilizing social media or other online platforms, whether on district or personal devices, are expected to maintain professional conduct, especially when identifying themselves as district employees or interacting with students, parents, or colleagues. Communication must align with the ADE Code of Ethics. Staff must avoid posting or sharing content that is confidential, compromises student/staff privacy, is harassing, discriminatory, or could be interpreted as undermining the district's reputation or the staff member's professional role. Staff should be mindful that content

posted on personal social media can still impact their professional standing and the perception of the district.

6. Use of Generative AI and AI-Powered Educational Tools: Staff may utilize generative AI and AI-powered educational products to support their professional tasks and instruction, provided they do so responsibly and ethically. Staff must:

- a. Comply with district data privacy policies for educational products utilizing AI.
- b. Protect student and confidential data; **do not input confidential or personally identifiable information (PII) into generative AI tools unless explicitly authorized by the district and the tool has a vetted data privacy agreement.**
- c. Maintain academic integrity; understand the capabilities and limitations of AI, guide students on responsible AI use, and address potential issues like bias when AI is used in instruction or student work.
- d. Use AI tools to enhance, not replace, professional judgment and required tasks.
- e. Be transparent when using AI for professional purposes where disclosure is appropriate (e.g., generating draft materials).

7. Software & Hardware Management: Only district-authorized and licensed software and applications may be installed or used on district equipment. Staff are prohibited from installing, removing, or managing software applications on district equipment without proper authorization. A software approval process exists and must be followed for any new software or applications intended for classroom or district use.

G. Third-Party and Vendor Access

Vendors or other third parties requiring limited network access for internet connectivity while on district property must submit a request to the CIS Department **prior to their arrival**. Access will be granted at the discretion of the district and will be limited in scope. Vendors must comply with this policy and all other district rules and regulations while utilizing district network resources.

H. System Monitoring and Privacy

Staff should understand that all activity on the LITTLE ROCK SCHOOL DISTRICT network, district-owned devices, and district-provided accounts (including email, internet Browse, cloud storage, and files) is subject to monitoring, logging, and retention. The district utilizes technical measures to ensure security, manage resources, and enforce policy.

There is NO expectation of privacy regarding the use of district technology resources, or any data created, stored, or transmitted using these resources, whether for work-related or personal purposes.

The district reserves the right to access and review any data or activity on its systems when deemed necessary for maintaining system integrity, ensuring security, investigating policy violations, or responding to legal requirements.

I. Cybersecurity Training and Awareness

In compliance with Arkansas Act 504, all Staff are **required to complete mandatory annual cybersecurity awareness training**.

The district conducts cybersecurity simulations, including phishing simulations, to assess staff awareness and evaluate potential vulnerabilities. These simulations are designed to identify areas where further training is needed.

1. If a staff member selects a simulated improper response (e.g., clicks a malicious link, provides credentials), they **will be required to complete supplemental cybersecurity training** to reinforce best practices and build awareness.
2. **Repeated failure of cybersecurity simulations** may result in requirements for stronger methods of account protection assigned by Technology Director recommendations (e.g., mandatory Multi-Factor Authentication on all accounts) and **may lead to escalating disciplinary consequences**.

J. Reporting Requirements

Staff have a responsibility to report any observed or suspected violations of this policy, other district policies, or applicable laws when using district technology resources. This includes reporting unauthorized access, illegal activity, inappropriate content encountered by students or staff, security vulnerabilities, or any instance where confidential data may have been compromised. Reports should be made immediately to a supervisor or appropriate administrator.

K. Consequences for Non-Compliance

Violation of this Acceptable Use Policy or any related district policies or laws will result in disciplinary action, up to and including:

1. Verbal or written warning.
2. Mandatory supplemental training.
3. Requirement for enhanced account security measures.
4. Suspension or revocation of technology access privileges (temporary or permanent).
5. Disciplinary action in accordance with the Little Rock School District Progressive Discipline Board Policy, which could result in suspension or termination of employment.
6. Restitution for damages.

7. Referral to law enforcement or other regulatory agencies for legal action.

The severity of the consequences will depend on the nature and frequency of the violation, as well as the potential impact on district operations, data security, and the safety and well-being of students and staff.

L. Acknowledgement

All Staff are required to read this Acceptable Use Policy and sign the annual LRSD Employee Use Agreement acknowledging their agreement to comply with its terms.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

The Calendar Committee shall be a Joint Committee with the Personnel Policy Committee for Certified Staff.

The Committee, in developing the calendar, shall accept and consider recommendations from any staff member or group (including parents) wishing to make calendar proposals. The proposed calendar must be submitted to the LRSD Board of Directors for approval.

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

The Little Rock School District shall operate by the following calendar:

[Hyperlink Calendar here](#)

Cross References:

Legal References:

Date Adopted:

Last Revised:

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 as designated by the LRSD calendar. Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

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

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.31—DRUG FREE WORKPLACE - CERTIFIED PERSONNEL

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

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

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

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

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

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

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

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

the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

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

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

Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

1. The name, address, and telephone number of the person who is the subject of the report; and
2. 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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

A. SECTION ONE— FMLA LEAVE GENERALLY

Definitions

"Eligible Employee" is 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" means:

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

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

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

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

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

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

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

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

B. 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.

C. Leave Eligibility

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and

5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

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

D. Provisions Applicable to both Sections One and Two

1. 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.

2. 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.

3. 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 parental, sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.

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

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

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

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

4. 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 condition's coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The

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

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

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

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

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

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

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

E. Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks¹⁰ during FMLA leave of his/her current status and intent to return to work.

F. Return to Previous Position

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

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

G. 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.

H. Provisions Applicable to Section One

- 1. Employee Notice to District**
- 2. Foreseeable Leave**

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

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon

as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

3. 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.

I. Medical Certification

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

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

1. 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.
2. The employee requests an extension of leave;
3. Circumstances described by the previous certification have changed significantly; and/or

4. The district receives information that casts doubt upon the continuing validity of the certification.

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

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

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

J. 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 in addition to leave taken under the District's parental leave policy.

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

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

K. 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.

L. 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.

M. 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:

1. Take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. 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.

N. 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.

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

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

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.

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

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

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.

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

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

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

A. 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.

B. 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.

C. Definitions

“Covered active duty” means:

1. 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
2. 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.

D. 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.

E. Employee Notice to District

1. 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.

2. 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.

3. 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.

4. Intermittent or Reduced Schedule Leave

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

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

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

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

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

5. SERIOUS ILLNESS

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

6. Definitions

“Covered Servicemember” is:

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

“Outpatient Status”, used in respect to a covered service member, means the status of a member of the Armed

7. Forces assigned to:

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

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

8. “Serious Injury or Illness”:

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

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

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered 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:

- a. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
- b. 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
- c. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

9. 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.

10. Employee Notice to District

a. 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 no 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.

b. 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.

c. 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.

F. Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the

District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

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

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may

be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

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

G. 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.

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

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

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.

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

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

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.

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

- A.** Extra duties may be assigned to certified personnel by the school principal or the Superintendent as circumstances dictate. All extra duties must fall within the employee's job description. For example-a certified classroom teacher should not be assigned custodial duties and custodians should not be assigned supervision duties.
- B.** Certified employees may be assigned non-instructional duty for up to sixty (60) minutes per week under the following guidelines:
 - 1.** Elementary certified employees will work with their administrator to establish the time and the length of when their duty will be assigned.
 - 2.** Elementary duty may include bus duty before or after school, recess, breakfast, lunch, or scheduled breaks, etc.
 - 3.** All certified employees will have their thirty (30) minute, duty-free lunch period each day. If they are assigned lunch duty, it must be at a different time.
 - 4.** Secondary certified employees may fulfill their non-instructional duty requirements by subbing one period per week for up to sixty (60) minutes. For schools on a block schedule, secondary certified employees may sub for one block every other week to fulfill their duty requirement.
- C. Selection and Duties of Department Chairs**
 - 1.** Department Chairs are to be selected by the building administrator with the approval of his/her supervisor.
 - 2.** The Department Chair:
 - a.** will serve in coordinating and administering affairs of the department.
 - b.** will be responsible for the expenditure of all fees and funds allocated to the department, subject to the approval of the building administrator.
 - c.** will work in the area of curriculum improvement.
 - d.** will serve as a liaison between the certified employees in that department and the school administration.
 - e.** Department Chairs will have no role in evaluating the certified employees in their department.

D. Assignment of Extra Curricular Activities, Duties, and Committees

1. Certified employees will not be assigned to sponsor an extra-curricular activity without being consulted by the building administrator and will not be asked to sponsor more than one (1) such activity unless they volunteer to do so. Volunteering to serve as a sponsor does not restrict the employee from receiving a paid stipend, if one is available.
2. A certified employee will not be asked to serve on more than two (2) faculty committees each year and will be consulted by the building administrator before being assigned such duties.
3. Faculty committees will be appointed by the building administrator after conferring with the CCC and allowing volunteers to sign up for committee slots.
4. Meetings of faculty committees will be held on school time whenever possible.
5. Assignment of non-teaching duties, faculty committee appointments, and extracurricular activities should be equitably distributed and rotated where preferences of certified employees overlap.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.34—CERTIFIED PERSONNEL CELL PHONE USE

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

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

School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during instructional time.

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.

All employees are forbidden from using school issued cell phones while driving any vehicle at any time.

Violation may result in disciplinary action up to and including termination.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.35—CERTIFIED PERSONNEL BENEFITS

Insurance

- 1.** Major Medical-Various policies are provided by different vendors. If Major Medical coverage is elected, an additional \$5,000 life insurance is included. Also, Major Medical for dependents and \$2,500 dependent life insurance may be purchased. The District will supplement \$300 per employee per month or the state mandated contribution, whichever is more, towards Major Medical Insurance.
- 2.** Life Insurance-If the insured employee dies from any cause, while insured for life insurance under the policy, the amount of insurance, as provided in the policy in effect at the time, will be payable to the beneficiary when the carrier receives proof of death in writing. Additional Supplemental Life Insurance may also be purchased; the benefit amount is based on the employee's annual salary.
- 3.** Accidental Death and Dismemberment-The insured employee will be paid the applicable dismemberment benefit if he/she sustains a loss covered by the policy due to an accident sustained while insured. In the case of accidental death, benefits are payable to a designated beneficiary.
- 4.** Hospital Indemnity-If, as the result of a covered accident or sickness, the insured is confined as an inpatient in a hospital, the insured will receive a daily hospital indemnity benefit beginning with the first day of hospital confinement, not to exceed 365 days.
- 5.** Short-Term Disability-This insurance provides a monthly disability benefit, payable to the insured employee, on a weekly basis, in the event of a total disability as a result of a covered accident or a covered illness.
- 6.** Long-Term Disability-This insurance is a voluntary extension of short-term disability coverage. Employees may elect to cover up to a percentage of his/her salary up to a maximum amount.
- 7.** Dental and Vision Insurance-Coverage is available for employees and dependents.
- 8.** Employee Assistance Program-An Employee Assistance Program benefit is available to employees and covered family members to assess and treat depression and anxiety, assess eldercare and child care issues, assess and treat alcohol and chemical dependency problems, assess financial and credit problems, address parenting teenagers, assess marital and divorce issues; and assist with other personal, family, or work-related problems. To access the EAP benefits, call toll free 1-866-378-1645.

9. All listed benefits are subject to revision, and the specific benefits are listed in separate booklets for each benefit program.
10. The LRSD Benefit Provider will provide an informational presentation on the benefits to all interested employees each year prior to Open Enrollment that outlines the coverage, exceptions, and any other information that employees need to know to make an informed decision on their benefits. Copies of all certificates related to benefits must be provided to employees during Open Enrollment.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.36—CERTIFIED PERSONNEL CONTRACT OFFER AND TERMINATION

Contract Offer

When determining whether to make a recommendation of an offer of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

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

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

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

Termination

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice shall be delivered to the employee's address on file with the district in two of the following ways: emailed to the employee's District provided email address, hand delivered to the employee, or via certified mail. The written notice shall contain a statement:

1. Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
2. Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
3. Should the employee decide to appeal the recommendation, the timelines and procedure outlined in the district's termination hearing process shall be followed; and
4. That the hearing before the Board shall be open to the public.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible to the employee's address on file with the

district in two of the following ways: emailed to the employee's District provided email address, hand delivered to the employee, or via certified mail.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.37—ASSIGNMENT OF PARAPROFESSIONALS

The assignment of paraprofessionals shall be made by the District Administrator or his/her designee as required by federal law, state law, rules and regulations. 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.

Assignment of Kindergarten/Instructional Aides

An instructional aide will be provided in accordance with state standards. Kindergarten will be no more than twenty (20) students to one (1) certified employee in a classroom. However, kindergarten class maximum may be no more than twenty-two (22) with one half-time instructional aide.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

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

1. Physical harm to a public school employee or student or damage to the public school employee's or student's property;
2. Substantial interference with a student's education or with a public school employee's role in education;
3. 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
4. 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:

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

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

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

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

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

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

1. Necessary cessation of instruction or educational activities;
2. Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
3. Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
4. 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:
2. 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

3. Prepare a written report of the alleged incident of bullying;
4. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
5. 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.
6. 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;
7. 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
8. 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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.39-CERTIFIED PERSONNEL PROPERTY, RECORDS AND REPORTS

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

Recording Grades and Attendance

1. For the first three (3) grading periods, certified employees will not be required to turn in quarterly/semester grades prior to the end of the second workday following the record days for the grading period. Certified employees will not be required to record quarterly grades for any grading period while students are in attendance for that grading period. (Exception: The recording date for the last grading period will be decided jointly with the PPC-Certified as part of the annual school calendar.)
2. Certified employees are directed to post a minimum of two grades per subject per week and to submit daily attendance to the web-based program at all LRSD schools. Allowances for the required weekly grade posting may occur when the instructional curriculum or special projects do not provide a weekly grade for posting. The failure of a certified employee to comply with the regulation of posting grades and attendance to the web-based program may result in progressive discipline.
3. Online access to the web-based program for grades/attendance will serve as the documentation for Interim Reports at all levels via parental access. Interim reports will be printed and sent home for all students with a grade of D or F.
4. Attendance will be entered electronically via the web-based system on a daily basis. Attendance is required to be taken within the first fifteen (15) minutes of class in all elementary schools and the first 15 minutes of class in secondary schools.

Lesson Plans

1. An individual certified employee's lesson plans will be subject to the review of the building administrator electronically or in the classroom at any time, but certified employees will not be required to submit/post their lesson plans on a scheduled basis. This includes providing copies of lesson plans on a scheduled basis.
2. A certified employee's lesson plans will remain the intellectual property of the certified teacher that created the lesson plans.

Any employee placed on administrative leave, suspended, or recommended for termination shall be required to submit to the administration keys and any other district property. This may be required prior to the employee leaving the building.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.40— CERTIFIED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school district employees to:

1. If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline: by calling 1-800- 482-5964 or by submitting a report through the online reporting system. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.
2. If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of the serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment, or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief.

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

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

Obtaining Eligibility Information

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

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

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

Releasing Eligibility Information

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

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

The superintendent shall designate the staff member(s) responsible for making eligibility determinations.

Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.43—DUTY OF CERTIFIED 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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.44—CERTIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) 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 Safety and Security Department. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred.

All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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

A WC 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 WC 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 WC 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 WC 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 WC 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:

1. Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
2. Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
3. Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.45—CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

A. 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, including social media platforms.

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, including social media platforms.

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.

B. Policy

1. 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.
2. 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.
3. 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.
4. The Arkansas Department of Education Rules Governing the Code of Ethics for Arkansas Educators requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the Rules Governing the Code of Ethics for Arkansas Educators, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional

License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

5. 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.
6. 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.
7. Accessing professional/education social media during school hours is permitted.
8. 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 that 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."
9. 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.
10. Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using 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. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or 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. The posting of prohibited

material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

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

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

Privacy of Employee's Social Media Accounts

- A.** 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.
- B.** 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, or state, federal or local laws or 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.
- C.** 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.

- D. 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.
- E. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network.

Cross references:

Legal References:

Date Adopted:

Last Revised:

3.46—CERTIFIED PERSONNEL VACATIONS

245 day contracted employees are credited with vacation leave at the beginning of each fiscal year as outlined in the table below. 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 prorated as outlined in the table below.

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

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

Years of Administrative Experience	Vacation Days	Prorated Vacation Days per Month
0-7	15	1.25
8-14	20	1.67
15+	25	2.08

Cross References:

Legal References:

Date Adopted:

Last Revised:

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.

Cross references:

Legal References:

Date Adopted:

Last Revised:

3.48—CERTIFIED PERSONNEL WEAPONS ON CAMPUS

A. 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:

1. 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;
2. He/she is a police officer or School Resource Officer acting in the course and scope of his/her duties;
3. He/she has a valid conceal carry license and leaves his/her handgun stored securely 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.

B. Other Weapons

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

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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.49—TEACHERS' REMOVAL/EXCLUSION OF STUDENT FROM CLASSROOM

- A.** 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.
- B.** A teacher may remove a student from class whose behavior the teacher has documented to be repeatedly interfering with the teacher's ability to teach the students in the class or whose behavior is so unruly, disruptive or abusive that it interferes with the ability of the student's other classmates to learn. Students who have been removed from their classroom by a teacher shall be sent to the principal's or principal's designee's office for appropriate discipline.
- C.** 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. Return the student to the class; or
 - 4. Take other appropriate action consistent with the District's student discipline policies and state and federal law.
- D.** 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.

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Elementary and Secondary Education (DESE). It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain 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 on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain 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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

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

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

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

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 any of the following during an emergency:

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

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

- A.** For purposes of this policy, “Family member” includes:
1. An individual's spouse;
 2. Children of the individual or children of the individual's spouse;
 3. The spouse of a child of the individual or the spouse of a child of the individual's spouse;
 4. Parents of the individual or parents of the individual's spouse;
 5. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
 6. 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
 7. Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.
- B.** 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.
- C.** Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:
1. Entertainment;
 2. Hotel rooms;
 3. Transportation;
 4. Gifts;

- 5. Meals; or
- 6. Items of nominal value (e.g. calendar or coffee mug).
- D. 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.
- E. All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.53—CERTIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

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

A sixth (6th) through twelfth (12th) grade teacher may enter into an agreement with the District to teach:

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A sixth (6th) through twelfth (12th) 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 sixth (6th) through twelfth (12th) 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 sixth (6th) through twelfth (12th) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

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

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

Neither the District nor the teacher are obligated to:

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.55—LICENSED PERSONNEL USE OF PERSONAL PROTECTIVE EQUIPMENT

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

- 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:

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

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.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.56—CERTIFIED PERSONNEL MATERNITY LEAVE

- A.** In collaboration with the Division of Elementary and Secondary Education, the District provides up to twelve (12) weeks of paid maternity leave for the following:
- 1.** An employee of a public school district shall be eligible for up to twelve (12) weeks of paid maternity leave when the employee:
 - a.** Has been employed full time by a public school district for one (1) year or more, and;
 - b.** Is female, and the leave is to be used for maternity purposes, and;
 - c.** Provides the District with an Official Copy of the child(ren)'s Birth Certificate or Adoption/Foster Placement Paperwork.
 - 2.** Maternity leave" means partially or fully compensated time away from work within the first twelve (12) weeks following the:
 - a.** Birth of an eligible employee's biological child; or
 - b.** Placement of an adoptive child under one (1) year of age in the home of the employee; or
 - c.** Foster placement of an infant under one (1) year of age
 - d.** Has not been disciplined for any leave abuse during the past year from time of application.
 - 3.** An employee shall not be eligible for an additional twelve (12) weeks of paid maternity leave under this section following the adoption of a child if the employee took twelve (12) weeks of paid maternity leave under this section after the initial foster placement of the same child in the employee's home.
- B.** The Division of Elementary and Secondary Education shall create and sign a standard cost-sharing agreement for paid maternity leave expenses between paid by the division and to a public school district. The agreement required shall obligate the division to pay one hundred percent (100%) of incurred costs for approved paid maternity leave.

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.57—CERTIFIED PERSONNEL NAME, TITLE, OR PRONOUN

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

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

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

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

Cross References:

Legal References:

Date Adopted:

Last Revised:

3.58-CERTIFIED PERSONNEL COOPERATION IN DISTRICT INVESTIGATIONS

LRSD is frequently required to conduct investigations of employee or student grievances, charges of discrimination, allegations of misconduct, and other complaints, accusations, or incidents. It is essential that LRSD maintain the ability to conduct thorough and proper investigations. Consequently, all LRSD employees are required to cooperate in investigations authorized by the district, including by providing testimony, documents, and other information. Failure of an LRSD employee to cooperate in an investigation may result in discipline, up to and including termination. Any employee who is asked to provide information during the course of an investigation shall have an opportunity to consult with a representative of his or her choosing, and to have that representative present during any interviews with the employee, so long as the representative can be available within a reasonable time so as not to delay the investigation.

Cross References:

Legal References:

Date Adopted:

Last Revised:

Section 3 Certified Personnel Citations

3.0 Certified Personnel Policy Committee

Cross References: 1.9 Policy Formulation

Legal References: ACA 6-17-201 et. seq – Personnel Policies

Date Adopted: June 22, 2023

Last Revised: (June 26, 2025)

3.1 Certified Personnel Salary Schedule and Paydates

Cross References: 1.9 Policy Formulation

Legal References: ACA 6-17-201 – Personnel Policy Requirements—Definition

ACA 6-17-202 – Right to Join Professional Organization

ACA 6-17-2403 – Minimum Teacher Compensation Schedule – Definition

ACA 6-20-2305(f)(4) – School Funding

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

Date Adopted: November 19, 2018

Last Revised:(June 26, 2025)

3.2 Certified Personnel Evaluations

Cross References: 8.2 – Classified Personnel Evaluations

Legal References: ACA 6-17-2801 et seq. – Teacher Excellence and Support System

ACA 11-3-204 – Providing References to Prospective Employers

DESE Rules Governing Educator Performance

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.3 Evaluation of Certified Personnel by Relatives

Cross References:

Legal References: ACA 6-17-201 -- Personnel Policy Requirements—Definition

Date Adopted: November 19, 2018

Last Revised:

3.4 Certified Personnel Reduction in Force

Cross References:

Legal References: ACA 6-13-636 – Authority to Make School Personnel Hiring and Placement Decisions

ACA 6-17-201 – Personnel Policy Requirements – Definition

ACA 6-17-2407 – Reduction in Force Procedure -- Definition

Date Adopted: June 22, 2023

Last Revised: (June 26, 2025)

3.5 Certified Personnel Contract Return

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.6 Certified Personnel Employee Training

Cross References: 3.50 – Administrator Evaluator Certification

4.37 – Emergency Drills

4.60 – Student Behavioral Intervention and Restraint

5.2 – Planning for Educational Improvement

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

DESE Rules Governing Professional Development

DESE Rules Governing the Arkansas Education Support and Accountability Act

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

DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements

DESE Rules Governing the Right to Read Act

DESE Rules Governing Student Special Needs Funding

DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings

ACA 6-10-121 – Tornado and Earthquake Safety Drills – Definition

ACA 6-10-122 – Automated external defibrillators required

ACA 6-10-12 – School-based automated external defibrillator and cardiopulmonary resuscitation programs

ACA 6-15-1004(c) – Qualified teachers in every public school classroom – Definition

ACA 6-15-1302 – Emergency Operation Plans and Emergency Communication with law enforcement requirements

ACA 6-15-1303 – Safe Schools Initiative Act

ACA 6-15-1703 – Professional Development

ACA 6-15-2907 – Statewide Student Assessment System – Definition

ACA 6-15-2911 – Student-focused learning system

ACA 6-15-2912 – Educator Excellence – Intent

ACA 6-15-2913 – Levels of School District Support

ACA 6-15-2914 – School-level improvement plans – School district support plans

ACA 6-15-2916 – State Board of Education authority over public school district classified as in need of Level 5 – Intensive Support

ACA 6-16-1203 – Teacher skills and Training

ACA 6-17-124 – Implicit Bias Training – Definitions

ACA 6-17-429 – Right to Read Act – Definitions

ACA 6-17-703 – Arkansas History Professional Development

ACA 6-17-704 -- Professional Development Plan – Definition

ACA 6-17-708 – Mental Health awareness and teen suicide awareness and prevention professional development

ACA 6-17-709 – Professional development schedule
ACA 6-17-710 – Human trafficking professional development
ACA 6-17-711 – Bullying prevention – Professional development
ACA 6-17-2806 – Teacher support system
ACA 6-17-2808 – Implementation – Applicability
ACA 6-18-502(f) – Rules for development of school district student discipline policies
ACA 6-18-514(f) – Antibullying policies – Definitions
ACA 6-18-708 – Health and Safety in public schools
ACA 6-18-720 – Seizure Safe Schools Act – Definition
ACA 6-18-2004 – Comprehensive Student Services
ACA 6-18-2404 – Prevention
ACA 6-18-2408 – Training – School personnel
ACA 6-18-2409 – Crisis Intervention Training Program – Criteria
ACA 6-20-2204 – Required Training
ACA 6-20-2303(16) – Definitions
ACA 6-41-608 – Dyslexia professional awareness
ACA 6-61-133 – Professional development for mandated reporters and licensed elementary and secondary public school personnel -- Definitions

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.7 Certified Personnel Bus Driver Drug Testing

Cross References:

Legal References: ACA 6-19-108 – Bus Drivers – Certification
ACA 6-19-119 – School Bus Passengers required to be seated – Definition
ACA 27-23-105 – Notification required by driver
ACA 27-51-1504 – Use of wireless telecommunications device when driving
49 CFR part 40 – Procedures for transportation workplace drug and alcohol testing programs

49 CFR 382.101-605 – Controlled substances and alcohol use and testing

49 CFR 382.701 et seq – Drug and alcohol clearinghouse

49 CFR 383.5 – Definitions

49 CFR 390.5 – Definitions

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

Date Adopted: (June 26, 2025)

Last Revised:

3.8 Certified Personnel Wellness Leave

Cross References: 3.18 – Certified Personnel Outside Employment

3.32 – Certified Personnel Family Medical Leave

3.44 – Certified Personnel Workplace Injuries and Workers’ Compensation

Legal References: ACA 6-17-1201 et seq. – The Teachers’ Minimum Sick Leave Law

29 USC 2601 et seq. – Family and Medical Leave Act

29 CFR part 825 – Family and Medical Leave Act

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.9 Certified Personnel Sick Leave Bank

Cross References:

Legal References: ACA 6-12-1208 – Authority to Liberalize Policy

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.10 Certified Personnel Teaching Assignments and Work Schedules

Cross References:

3.14 Certified Personnel Jury Duty

Cross References:

Legal References: ACA 16-31-106 – Penalty for employees’ service prohibited

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.15 Certified Personnel Leave – Injury from Assault

Cross References:

Legal References: ACA 6-17-1209 – Leave of absence for personal injury from assault or other violent criminal act.

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.16 Certified Personnel Policy for Purchase of Supplies

Cross References:

Legal References: ACA 6-21-303(b)(1) – Rules

Date Adopted: November 19, 2018

Last Revised:

3.17 Certified Personnel Code of Conduct

Cross References:

Legal References: ACA 6-17-301 – Employment of licensed personnel

ACA 6-17-410 – Teacher licensure – Application, renewal application, revocation, suspension, and probation -- Definitions

ACA 6-17-411 – Criminal records check as condition for initial employment of licensed personnel -- Definitions

DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: June 22, 2023

Last Revised: (June 26, 2025)

3.18 Certified Personnel Outside Employment

Cross References: 3.8 – Certified Personnel Wellness Leave
 3.32 – Certified Personnel Family Medical Leave
 3.44 – Certified Personnel Workplace Injuries and Workers’ Compensation

Legal References: ACA 6-24-106 – Administrators
 ACA 6-24-207 – Employees
 ACA 6-24-111 – Restrictions on employment of present and former administrators

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.19 Certified Personnel Employment

Cross References:

Legal References: DESE Rules Governing Background Checks
 ACA 6-13-636 – Authority to make school personnel hiring and placement decisions
 ACA 6-16-1507 – Employment Opportunities
 ACA 6-17-301 – Employment of Licensed Personnel
 ACA 6-17-407 – License revocation –Falsifying attendance records – Investigating allegations of employee criminal misconduct.
 ACA 6-17-410 – Teacher licensure – Application, renewal application, revocation, suspension, and probation – Definitions.
 ACA 6-17-411 – Criminal records check as condition for initial employment of licensed personnel – Definitions
 ACA 6-17-428 – Ethical violations – Definitions
 ACA 6-17-429 – Right to Read Act – Definitions
 ACA 21-3-302 – Veterans Preference Law – Definition
 ACA 21-3-303 – Failure to Hire Veteran
 28 CFR 35.106 – Notice
 29 CFR part 1635 – Regulations on Genetic Information Nondiscrimination Act

34 CFR 100.6 – Compliance Information

34 CFR 104.8 – Notice

34 CFR 106.8 – Designation of Coordinator

34 CFR 106.9 – Severability

34 CFR 108.9 – Procedures

34 CFR 110.25 – Designation of responsible employee, notice, and grievance procedures

Date Adopted: November 19, 2018

Last Revised: June 22, 2023 (June 26, 2025)

3.20 Certified Personnel Travel Expenses

Cross References: 7.12 – Expense Reimbursement

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.21 Certified Personnel use of Tobacco, Electronic Nicotine Delivery Systems, and Related Products

Cross References:

Legal References: ACA 6-21-609 – Prohibition against smoking, the use of tobacco or tobacco products, or the use of e-cigarettes – Definition

Date Adopted: November 19, 2018

Last Revised: April 20, 2020 (June 26, 2025)

3.21A—Certified Personnel Use and Possession of Marijuana and Medical Marijuana on District Property

Cross References:

Legal References:

Date Adopted: July 29, 2019

Last Revised: (June 26, 2025)

3.22 Dress of Certified Employees

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.23 Certified Personnel Political Activity

Cross References:

Legal References: ACA 6-16-122 – American Heritage

ACA 7-1-103 – Miscellaneous misdemeanor offenses – Penalties --
Definitions

ACA 7-1-111 – Use of public funds to support or oppose ballot measure --
Definitions

Date Adopted: November 19, 2018

Last Revised: April 20, 2020 (June 26, 2025)

3.24 Certified Personnel Debts

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.25 Certified Personnel Grievances

Cross References:

Legal References: ACA 6-17-208 – Grievance Procedure – Definitions

ACA 6-17-210 – Right to Witness or Representative

Date Adopted: November 19, 2018

Last Revised: April 20, 2020 (June 26, 2025)

3.26 Certified Personnel Sexual Harassment

- Cross References: 3.17 – Certified Personnel Code of Conduct
 3.19 – Certified Personnel Employment
 4.27 – Student Sex Discrimination and Sex-Based Harassment
 5.20 – District Website
 7.15 – Record Retention and Destruction
 8.20 – Classified Personnel Sex Discrimination and Sex-Based Harassment
- Legal References: 20 USC 1681 et seq. – Discrimination Based on Sex or Blindness
 34 CFR Part 106 – Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance
 ACA 6-15-1005 – Safe, Equitable, and Accountable public schools
 ACA 6-18-502 – Rules for Development of school district student discipline policies.
 ACA 12-18-102 -- Purpose

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.27 Certified Personnel Supervision of Students

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.28 Certified Personnel Acceptable Use Policy

Cross References:

- Legal References: Children’s Internet Protection Act; PL 106-554
 20 USC 6777 – Internet Safety
 47 USC 254(h) – Telecommunications for Certain Providers
 ACA 6-21-107 – Official computer use policy – Definitions

ACA 6-21-111 – Appropriate computer usage for minors – Definitions

ACA 25-1-128 – Policy regarding use of technology resources and cybersecurity by public entities – Definitions

Commissioner’s Memo COM-24-038

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.29 Certified Personnel School Calendar

Cross References:

Legal References: ACA 6-15-2907(f) – Statewide student assessment system – Definition

ACA 6-17-201 – Personnel Policies requirements -- Definition

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.30 Parent-Teacher Communication

Cross References:

Legal References: ACA 6-15-1702(b)(3)(B)(ii) – Parent and Family Engagement Plan

Standards for Accreditation 5-A.1

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.31 Drug Free Workplace – Certified Personnel

Cross References:

Legal References: 41 USC 8101 – Definitions and Construction

41 USC 8103 – Drug-free workplace requirements for federal grant recipients

41 USC 8104 – Employee sanctions and remedies

ACA 11-9-102 -- Definitions

ACA 17-80-117 – Definitions – Substance Abuse Reporting Act

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.32 Certified Personnel Family Medical Leave

- Cross References: 3.8 – Certified Personnel Wellness Leave
 3.18 – Certified Personnel Outside Employment
 3.44 – Certified Personnel Workplace Injuries and Workers’ Compensation
 3.56 – Certified Personnel Parental Leave
- Legal References: 29 USC 2601 et seq – Family and Medical Leave Act
 29 CFR part 825 – Family and Medical Leave Act
 ACA 6-17-122 – Paid Maternity Leave – Definitions

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.33 Assignment of Extra Duties for Certified Personnel

- Cross References:
- Legal References: ACA 6-17-117 – Noninstructional duties -- Definitions
 ACA 6-17-201 – Personnel policies requirements -- Definition

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.34 Certified Personnel Cell Phone Use

- Cross References: 3.28 – Certified Personnel Acceptable Use Policy
 3.51 – School Bus Driver’s use of Mobile Communication Devices
 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 15 B – Employer’s Tax Guide to Fringe Benefits
 ACA 6-19-120 – Operation of school bus while using cellular telephone --
 Definitions

ACA 25-1-128 – Policy regarding use of technology resources and cybersecurity by public entities – Definitions

ACA 27-51-1602 – Definitions

Commissioner’s Memo COM-24-038

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.35 Certified Personnel Benefits

Cross References:

Legal References: ACA 6-17-201 – Personnel policies requirements -- Definition

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.36 Certified Personnel Contract Offer and Termination

Cross References:

Legal References: ACA 6-13-636 – Authority to make school personnel hiring and placement decisions

ACA 6-17-201 – Personnel Policies requirements – Definition

ACA 6-17-301 – Employment of licensed personnel

ACA 6-17-407 – License revocation – Falsifying attendance records – Investigating allegations of employee criminal misconduct

ACA 6-17-2403 – Minimum teacher compensation schedule -- Definition

ACA 6-17-2801 et seq. – Teacher Excellence and Support System

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.37 Assignment of Paraprofessionals

Cross References:

Legal References: ACA 6-17-201 – Personnel Policies requirements – Definition

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.38 Certified Personnel Responsibilities Governing Bullying

Cross References:

Legal References: ACA 6-18-514 – Antibullying policies – Definition
 DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.39 Certified Personnel Property, Records, and Reports

Cross References:

Legal References: ACA 6-17-104 – Teachers’ records and reports

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.40 Certified Personnel Duties as Mandated Reporters

Cross References:

Legal References: ACA 6-18-110 – Reports by mandated reporters – Failure to notify by
 mandated reporter – Making false report
 ACA 12-18-107 -- Liability
 ACA 12-18-201 et seq – Child Maltreatment Act
 ACA 12-18-302 – Reports by mandated reporters
 ACA 12-18-402 – Mandated Reporters

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.41 Certified Personnel Video Surveillance and Other Monitoring

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.42 Obtaining and Releasing Student's Free and Reduced Price Meal Eligibility Information

Cross References:

Legal References:

- Commissioner's Memo IA-050018
- Commissioner's Memo FIN 09-041
- Commissioner's Memo IA 99-011
- Commissioner's Memo FIN 13-018
- DESE Eligibility Manual for School Meals Revised July 2017
- ACA 6-18-715 – Hunger-Free Students' Bill of Rights Act – Definition
- 7 CFR 210.1 – 210.31 – National School Lunch Program
- 7 CFR 220.1 – 220.22 – School Breakfast Program
- 7 CFR 245.5 – Public Announcement of eligibility criteria
- 7 CFR 245.6 – Application, eligibility and certification of children for free and reduced price meals and free milk.
- 7 CFR 245.8 – Nondiscrimination practices for children eligible to receive free and reduced price meals and free milk
- 42 USC 1758(b)(6) – Use or Disclosure of Information, School Lunch Program Requirements

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.43 Duty of Certified Employees to Maintain License in Good Standing

Cross References:

Legal References:

- ACA 7-17-401 – Teacher's License Requirement

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.44 Certified Personnel Workplace Injuries and Workers' Compensation

Cross References: 3.8 Certified Personnel Wellness Leave

3.18 Certified Personnel Outside Employment

3.32 Certified Personnel Family Medical Leave

Legal References: Arkansas Workers Compensation Commission Rule 099.33 – Managed Care

ACA 11-9-102 – Definitions

ACA 11-9-508(d)(5)(A) – Medical services and supplies – Liability of employer -- Definition

ACA 11-9-514(a)(3)(a)(i) – Medical services and supplies – Change of physician

Date Adopted: November 19, 2018

Last Revised: June 24, 2021 (June 26, 2025)

3.45 Certified Personnel Social Networking and Ethics

Cross References: 3.28 – Certified Personnel Acceptable Use Policy

Legal References: ACA 11-2-124 – Social Media Accounts of Current and Prospective Employees -- Definitions

Date Adopted: November 19, 2018

Last Revised: June 24, 2021 (June 26, 2025)

3.46 Certified Personnel Vacations

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.47 Depositing Collected Funds

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.48 Certified Weapons on Campus

Cross References:

Legal References: ACA 5-73-119 – Handguns – Possession by minor or possession on school property
ACA 5-73-120 – Carrying a weapon
ACA 5-73-124(a)(2) – Tear gas – Pepper spray
ACA 5-73-301 – Definitions
ACA 5-73-306 – Prohibited places
ACA 6-5-502 – Weapons

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.49 Teachers' Removal/Exclusion of Student from Classroom

Cross References:

Legal References: ACA 6-18-511 – Removal by Teacher
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 19, 2018

Last Revised: October 22, 2020 (June 26, 2025)

3.50 Administrator Evaluator Certification

Cross References:

Legal References: ACA 6-15-202(f)(50) – Accreditation – Development of rules, criteria, and standards

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.51 School Bus Driver's Use of Mobile Communication Devices

Cross References:

Legal References: ACA 6-19-120 – Operation of school bus while using cellular telephone --
Definitions

Date Adopted:

Last Revised: (June 26, 2025)

3.52 Written Code of Conduct for Employees Involved in Procurement with Federal Funds

Cross References:

Legal References: ACA 6-24-101 et seq. – Ethical Guidelines and Prohibitions
DESE 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 CFR 200.318 – General Procurement Standards
7 CFR 3016.36 -- Procurement
7 CFR 3019.42 – Written Codes of Conduct and Performance of Employees
Engaged in Award and Administration of Contracts

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.53 Certified Personnel Bus Driver End of Route Review

Cross References:

Legal References:

Date Adopted: November 19, 2018

Last Revised: (June 26, 2025)

3.54 Teaching During Planning Period and/or of more than the Maximum Number of Students per Day

Cross References:

Legal References: ACA 6-17-114 – Daily Planning Period -- Definition

ACA 6-17-812 – Compensation for teaching more than maximum number of students permitted

DESE Rules Governing Class Size and Teaching Load

Date Adopted: November 19, 2018

Last Revised: June 22, 2023 (June 26, 2025)

3.55 Licensed Personnel use of Personal Protective Equipment

Cross References:

Legal References:

Date Adopted: (June 26, 2025)

Last Revised:

3.56 Certified Personnel Maternity Leave

Cross References: 3.32 – Certified Personnel Family Medical Leave

Legal References: ACA 6-17-122 – Paid Maternity Leave -- Definitions

Commissioner’s Memo COM 24-034

Date Adopted: June 22, 2023

Last Revised: (June 26, 2025)

3.57 Certified Personnel Name, Title, or Pronoun

Cross References:

Legal References: ACA 6-1-108 – Given Name Act – Protection against Compelled Speech

Date Adopted: June 22, 2023

Last Revised: (June 26, 2025)

3.58 Certified Personnel Cooperation in District Investigations

Cross References:

Legal References:

Date Adopted: June 27, 2024

Last Revised: (June 26, 2025)