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# **CERTIFIED PERSONNEL**

### **3.1(MH)—CERTIFIED PERSONNEL SALARY SCHEDULE**

- A. The board shall call to be drawn and to be maintained, with its approval, a teacher salary schedule that reflects a differential in experience and education. While base salaries should be sufficient to attract qualified personnel, the differential should reward experience and provide an incentive for post-graduate education and advanced degrees.
- B. A teacher with experience as a teacher with valid Arkansas teaching license and teaching at (1) any public school accredited by the Arkansas department of education or a nationally recognized accrediting association; (2) private school within the state of Arkansas accredited by a nationally recognized accrediting association; or (3) institution of higher learning within the state of Arkansas accredited by a nationally recognized higher education institution association shall be given credit for those years of experience.
- C. Up to fifteen years out-of-state teaching experience in schools accredited by their respective state department of education may be allowed teachers joining the staff of Mountain Home School District as approved by the superintendent.
- D. Employees should not charge any school pupil a fee for any service rendered the pupil on the school premises or for any teaching service connected with the school system. Tutoring one's own pupils for pay is prohibited.
- E. For the purposes of this policy, an employee must work two-thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.
- F. Alternative Licensure Program, no prior teaching license.

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

- G. Licensed employee, seeking additional area or areas of licensure.

Licensed employees who are working on an 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 education profession shall not apply when determining his/her placement on the salary schedule.

## SALARY DEDUCTIONS

- A. Leaves and/or absences taken by any personnel and not authorized or covered under other appropriate policies within this section will cause a salary deduction from the employees salary in the sum equal to a full days salary, times the number of days the employee is absent.
- B. A teacher or employee who does not complete the contract year shall have deducted from his paycheck(s) a sum equal to the amount of over payment.
- C. Deductions will be computed on a pro-rata basis according to the number of days contracted. For a teacher on a regular contract, this usually is 191 days (191 divided into the total annual salary of the teacher).

## PAYDAY

- A. All employees shall be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month except for those certified teachers whose first contracted day of work is the first day of in-service in August. Certified employees whose first contracted day of work is the first day of in-service shall receive their first check on the 31<sup>st</sup> day of August. The remaining 23 checks will be issued subsequently on the 10<sup>th</sup> and 25<sup>th</sup> of the following months. If scheduled pay date falls on a weekend or holiday, the payday will be the nearest payday prior to the pay date.
- B. With regard to summer payroll checks – Upon being cleared by their building principal, employees summer payroll checks will be available for pick up at their building or by direct deposit (if previously established) on June 10<sup>th</sup> provided adequate funds are available. If adequate funds are not available for June 10<sup>th</sup> payout of summer checks, employees will receive a regular June 25<sup>th</sup> payroll check and all remaining checks will be received on June 30<sup>th</sup>.

## ADDITIONAL TRAINING AND PROFESSIONAL GROWTH

- A. Credit for advancement on the salary schedule shall be given only for graduate courses approved in advance by the Superintendent or his designee. Undergraduate courses will not qualify for advancement on the salary schedule.
- B. Graduate courses will be approved when they are in compliance with applicable ADE Rules and/or Arkansas Code or directly relate to the subjects taught by the teacher. Other graduate courses may be approved if sufficient documentation is presented to show how this will benefit the students or the school. The Graduate Coursework Application must be approved by the Superintendent or his designee.
- C. Courses or degree requirements must be fully completed in order to be considered for advancement on the salary schedule.

- D. Applications for movement on the salary schedule are known as Salary Schedule Advancement Applications and must be approved in advance by the Superintendent or his designee. Applications must be received by August 19<sup>th</sup> to be considered for advancement during the 1st semester and by January 4<sup>th</sup> for the second semester.
- E. Temporary verification (grade slip, letter, etc.) from the college or university for graduate courses completed or completion of degree requirements must be received in the Superintendent's office by September 10 for 1<sup>st</sup> semester and January 10<sup>th</sup> for 2<sup>nd</sup> semester in order to be considered for advancement on the salary schedule for the current year.
- F. An official transcript must be on file in the Superintendent's office or personnel files which shows graduate hours earned before a final evaluation can be made and before final approval can be given by the Superintendent for advancement on the salary schedule. All such transcripts must be on file by September 25 for 1<sup>st</sup> semester and January 25 for 2<sup>nd</sup> semester. Transcripts not on file by these dates will not be evaluated nor will the teacher be considered for advancement on the salary schedule until the next semester, unless an exception for extenuating circumstances is approved by the Superintendent.
- G. Approved graduate credit hours above the master's degree level will qualify for salary schedule advancement regardless of whether taken prior to, current with, or after the awarding of the master's degree. The completion of the master's degree itself will establish a "30" graduate hour threshold level. All approved hours above the "30" hours will qualify for salary schedule advancement above the master's level. Approved graduation credit hours must be hours earned toward a graduate program of study pre-approved by the Superintendent or his designee.
- H. The school district will pay for college credits earned as required for additional certification only when initiated by the district. The school district will be responsible for reimbursing the cost of tuition and books when a staff member is solicited to pursue certification beyond that required by existing contract arrangements for the benefit of the district. Documentation will be placed in the personnel file of the staff member.

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

Date Adopted: June 27, 2006  
Last Revised: April 16, 2009

### **3.2(MH)—CERTIFIED PERSONNEL EVALUATIONS**

#### **EVALUATION OF PERSONNEL**

##### **A. Philosophy of Evaluation**

The staff of Mountain Home Public Schools views the evaluation of certified personnel as a collaborative process. It is our intent to have an evaluation system that both promotes the professional growth of all teachers and enhances the learning of all students. Therefore, our evaluation process seeks to do the following: support the probationary teacher's induction into the teaching profession and/or the Mountain Home School District; promote the career teacher's professional growth; prompt an improvement in unsatisfactory performance; and provide criteria for making responsible personnel decisions.

To that end, district personnel have developed a set of teacher competencies descriptive of the district's expectations and aligned with teacher licensure principles enumerated by the Arkansas Department of Education. It is our goal that the teacher evaluation procedures incorporate a collegial relationship between teachers and supervisors. It is a further goal that each teacher establishes appropriate yearly goals and objectives and meets with his/her supervisor for a collaborative review. We must also note that proper evaluation requires regular communication between the evaluator and the person being evaluated.

##### **B. Goals Of The Evaluation Program**

1. Provide personnel with a clear indication of what the expectations of the system are with regard to job performance. (See items included as evaluation instruments.)
2. Provide clear feedback regarding the extent to which his/her performance is satisfactorily meeting those expectations.
3. Provide the individual and the system with a clear indication of the areas in which further improvement, development, preparation or support are needed and to ensure that the opportunity to develop those areas is available.
4. Provide the school system with information needed to assess job performance, the effects and effectiveness of the various forms of preparation, and support that are provided.
5. Provide the school with the information needed to assist in making decisions regarding continued employment.

### C. Some General Provisions For Teacher Evaluation

1. The evaluation instruments used by Mountain Home Public Schools conform to the requirements set by the state. The competencies and descriptors used are aligned to district expectations in terms of quality of instruction and job proficiency. While "observable" and "measurable" criteria shall be used whenever possible, some subjective, professional judgment may also be included in the evaluation process.
2. Evaluation in this system shall be conducted by administrators in keeping with state laws and regulations.
3. Third party observation and evaluation from a different administrator in the district may be requested by either the teacher or his/her administrator.
4. Evaluation shall be conducted openly with full knowledge of the teacher in a manner that provides for fair treatment of all employees.
5. Data collected for the purpose of evaluation shall be limited to activities and matters essential to the performance of the job and the teacher as a professional.
6. Data for evaluation shall be recorded and provided to the teacher on forms approved and provided by the school system.
7. There are factors in the work environment which are outside the control of individual teachers but which may affect a teacher's performance. If such factors are known to impinge on the teacher's performance, they shall be noted on the evaluation form.
8. A finding by an administrator of unacceptable performance by a teacher must be put in writing and include a specific statement of what is unacceptable, specific ways to improve, and specific assistance to be provided by the evaluator and school district, if any.
9. The teacher may submit a response to any written evaluation. Such response shall be attached to all copies of the written evaluation placed in the teacher's file.
10. Nothing in policy or procedures shall prohibit the administrators from supervision of personnel, spontaneous or short classroom visits, walk-by observations, etc., or prohibit appropriate disciplinary or dismissal action in keeping with the law in case of extreme or serious problems. An employee shall be entitled to and shall be offered the opportunity to have a witness or representative of the employee's choice present during any disciplinary or grievance matter with any administrator.

## D. General Procedures For Teacher Evaluation

### 1. Observation and Evaluation

- a. Teacher performance shall be evaluated based on classroom observations and overall professional performance. Each probationary teacher shall have a professional growth and development conference consisting of a review of the teacher's Professional Growth Plan (PGP) with a September 30 target date for the conference. Each probationary teacher shall experience a minimum of six (6) classroom observations per year; two (2) formal (announced) observations with pre and post conferences and four (4) informal (unannounced) observations with post conferences. Each probationary teacher shall be assigned a mentor(s) to act as a support person. The building principal will make the assignment. Each probationary teacher shall have a summative conference with his/her evaluator. The summative conference will include a review of the teacher's summative evaluation report and the teacher's PGP.
- b. Each non-probationary teacher shall have a professional growth and development conference consisting of a review of the teacher's PGP within the first two months of the school year. Non-probationary teachers will not have a formal observation, unless it is required by the Individual Improvement Plan. Each non-probationary teacher shall have a minimum of two (2) informal observations with conferences as needed. Each non-probationary teacher shall have a summative conference with his or her evaluator. The summative conference will include a review of the teacher's summative evaluation report and the teacher's PGP.
- c. The evaluation shall reflect classroom performance and overall professional performance. The evaluation shall acknowledge strengths and weaknesses, if any, of the teacher and shall note data used to support the conclusions of the evaluator. The evaluator shall note or take into account any known circumstances that may adversely affect a teacher's performance.
- d. Announced observations must be at least 20 minutes in length. Unannounced observations will have no time specifications.
- e. Evaluators are encouraged to make provisions for additional observations. Upon request, teachers shall be granted at least one additional formal (announced) observation.

### 2. Observation Conference

- a. A post-observation conference will follow all formal (announced) observations and informal observations of probationary teachers only within ten (10) working days of the observations. The purpose of the conference shall be to

confirm data collected, provide feedback, and provide assistance to the faculty member.

Each post-observation conference of a required observation shall result in a written evaluation.

- b. A summative conference shall be held at the completion of the regular appraisal cycle. The main purposes are to provide an overall perspective of the extent to which the teacher has fulfilled the system's expectations and provide an indication of areas for improvement or growth.

### 3. Evaluation Instruments/Reports

- a. A copy of the completed evaluation documents shall be distributed to the teacher, administrator, and submitted to the superintendent for the personnel file. The teacher shall sign the forms signifying receipt of the documents.
- b. A Pre-Observation Data Sheet shall be filled out by the teacher before each formal (announced) observation. This sheet will be submitted to the administrator at least a day in advance.
- c. Teacher and evaluator will mutually review the Teacher Observation Report or Teacher Formal Observation Report completed by the evaluator at the post conference(s) within ten (10) working days of the observation.
- d. A Teacher Summative Evaluation Report/Checklist will summarize the extent to which the teacher has met the system's expectations at the completion of the appraisal cycle. Each summative conference will include discussion of the Teacher Summative Evaluation Report/Checklist and the Professional Growth Plan prior to being submitted to the superintendent.

## E. General Procedures For Counselor and Library Media Specialist Evaluation

### 1. Evaluation

- a. Counselor/library media specialist shall be evaluated on overall professional performance. The probationary and non-probationary designation will be the same as for a teacher as will the number and type of evaluations. Evaluators are encouraged to make provisions for additional evaluations throughout the school year. Upon request, the counselor/library media specialist shall be granted at least one additional evaluation.
- b. The evaluation shall reflect overall professional performance. The evaluation shall acknowledge strengths and weaknesses, if any, of the

counselor/library media specialist and shall note data used to support the conclusions of the evaluator. The evaluator shall note or take into account any known circumstances that may adversely affect the counselor/library media specialist's performance.

## 2. Evaluation Conference

- a. Conferencing will be the same for counselor/library-media specialist as it is for teachers. (See above section D.1&2). The purpose of the conference shall be to confirm data collected, provide feedback, and provide assistance to the faculty member.
- b. A summative conference shall be held at the completion of the regular appraisal cycle. The main purposes are to provide an overall perspective of the extent to which the counselor/library media specialist has fulfilled the system's expectations and provide an indication of areas for improvement or growth.

## 3. Evaluation Instruments/Reports

- a. A copy of the completed evaluation documents shall be distributed to the counselor/library media specialist, administrator, and submitted to the superintendent for the personnel file. The teacher shall sign the forms signifying receipt of the documents.
- b. An Evaluation Report completed by the evaluator will be mutually reviewed at each conference.
- c. Summative Evaluation Report will summarize the extent to which the counselor/library media specialist has met the systems expectations at the completion of the appraisal cycle. Each summative conference will include discussion of the counselor/library-media specialist's PGP and the summative evaluation instrument

## F. Procedures For Administrator Evaluation

1. A preliminary assessment of performance and establishment of goals for the year will be discussed in a meeting between the administrator and the Superintendent or his designee prior to September 30<sup>th</sup>, unless an unforeseen circumstance delays it. Forms used may include the administrator's IIP and/or the administrative evaluation instrument. A written conference summary will reflect those items discussed.
2. A formal review of performance will be undertaken at a meeting between the administrator and the Superintendent or his designee no later than June 15, unless an unforeseen circumstance delays it. Both administrator and the evaluator will

bring a completed administrative evaluation instrument to the meeting. Differences in ratings will be discussed if either so desires.

3. The administrator may request an additional formal evaluation at any time.
4. Copies of the completed documents will be distributed to the administrator and placed in the administrator's personnel file.

G. Professional Growth Plans (PGP)

Professional growth plans are plans cooperatively developed by the employee and his/her supervisor or evaluator to provide opportunities for the employee to gain knowledge and skills that are important for the improvement of the employee's performance. Plans shall be limited in scope, focusing on the most important areas of professional growth. When no significant areas of weakness are identified, the professional growth plan shall be used to provide for general guidance for continued professional development.

H. Individual Improvement Plans (IIP)

When a teacher exhibits a need for specific growth, the administrator will prepare an IIP. This plan will be reviewed and discussed with the employee. Such plans are designed to target areas of improvement for positive progress quality of education.

I. Superintendent

The Superintendent of schools shall be evaluated by the Board.

J. Annual Review Of Procedure

Each year the Personnel Policies Committee, or a subcommittee thereof, shall review the evaluation policies, procedures, forms, and instruments. All changes shall be reviewed by the Personnel Policies Committee for possible recommendation to the Superintendent and the board of education.

K. Orientation Of Certified Personnel

Within the first month that teachers, staff, and administrators report for duty each year, the Superintendent or appropriate administrator will convene a meeting(s) for the purpose of orientation to the evaluation procedures. No formal evaluation should take place until such an orientation has been completed.

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **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.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.4 (MH)—CERTIFIED PERSONNEL REDUCTION IN FORCE**

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

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

Elementary positions will be considered as K-6. If a RIF becomes necessary in K-6, all teachers teaching in the K-6 area will be considered in one area.

Part time employees will be pro-rated by their actual total years of service (for example: 5 years of .5 service = 2.5 years)

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. There is no right or implied right for any teacher to "bump" or displace any other teacher.

#### **POINTS**

- ❖ Years of Service – one (1) point per year  
All certified (contracted) position years in the district will count toward an employees total years of service.  
Service in any position not requiring teacher licensure does not count toward years of service

Total years of service to the district shall only include continuous years of service with the exception of an administratively approved leave of absence. Less than a semester in any contract year does not count as a year of service.

The maximum points allowed the following items will be a grand total of two points.

- ❖ Master's degree – 1 point
- ❖ National Board Certification - .5 (point five) point
- ❖ Additional (not counting one area presently teaching in) certified academic content areas of certification/endorsement as identified by the State Department and documented in the central office (posted on the employees teaching certificate) - .25 (point 25) point per area
- ❖ Multiple grade levels of licensure (not counting one area presently teaching in) as identified by the State Department and documented in the central office (kindergarten, elementary 1-6, middle school, secondary) -.25 (point 25) point per additional area or grade level as applicable.
- ❖ Total years of certified/contracted experience outside the district at a public school - .1 (one tenth) point per year

A teacher with a full licensure (fully certified according to Arkansas State Department of Education to teach in the position at the time of the RIF) in a position shall prevail over a teacher with greater points who is working toward certification but has not obtained full certification status. All points awarded must be verified by documents on file with the District by October 1 of the current school year. If a RIF is being considered in a specific area, all teachers potentially affected, shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

In the event the district is involved in an annexation or consolidation and a RIF is considered, teachers from all the districts involved will be ranked according to years of service, licensure and degrees. A year of teaching an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. Only continuous years of service at the annexed school at the time of annexation plus years at Mountain Home School District will be considered for point totals. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment (service at a school through an educational co-op brokered contract will be counted toward point totals).

Pursuant to any reduction in force 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 and further adjustments made if length of contract or job assignments change.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed teacher shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he/she is qualified. Notice of vacancies shall be made by certified mail and the non-renewed teachers shall have ten (10) working days from the date that the notification is received in which to accept the offer of a position.

A lack of response or a teacher's refusal of a position shall end the district's obligation to replace the laid-off teacher.

In cases where all point totals and certification requirement are equal, the employee hired first will be given seniority. If all employees involved in a tie were hired on the same night, the person whose name appears first in the minutes will be given seniority.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.5 (MH)—CERTIFIED PERSONNEL CONTRACT (RETURN)**

Individual contracts or employment agreement letters that are approved by the Board or Superintendent should be signed by the employee and returned to the Superintendent within thirty (30) days after the contract is issued to the teacher.

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.6 (MH)—CERTIFIED PERSONNEL EMPLOYEE TRAINING**

All employees shall attend all local professional development training sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. The plan shall describe how the district's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the district shall evaluate the professional development activities' effectiveness in improving student performance and closing achievement gaps. Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. When the District requests and/or requires that a teacher attend a professional development activity outside the school year calendar, the teacher will have the option to flex those hours, or receive their average daily rate of pay. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee that are not at the request of the district and is in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

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

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

Teachers and administrators are required to obtain sixty (60) hours of approved professional development annually over a five-year period as part of licensure renewal requirements. At least six (6) of the sixty (60) annual hours shall be in the area of educational technology.

Teachers are required to receive at least two hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.

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

Administrators are required to receive at least three hours annually of their sixty (60) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

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

Certified personnel will be given up to twelve (12) hours of professional development subject to approval and supervision of the building principal for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with the state law and current ADE rules that deal with professional development.

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

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year shall be grounds for disciplinary action up to and including termination.

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

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

Mountain Home teachers work a 191 day contract instead of a 190 day contract. Days will be assigned on school calendar as teacher work days. The additional day is designed as a teacher work day for teachers to prepare their classroom for the first day of student interaction.

## PROFESSIONAL ORGANIZATIONS AND MEETINGS

- A. Membership in professional organizations is not required, but employees wishing to attend professional meetings or conventions on school time shall hold membership in the sponsoring organization unless an exception is approved by the Superintendent. Such meetings or conventions should be related to their present professional assignment.
- B. All requests for teacher or staff attendance at any professional meeting not required by the district must be approved in advance by the Superintendent or his designee. Expense reimbursements must be approved also.

## PROFESSIONAL DEVELOPMENT AND PROFESSIONAL MEETINGS

- A. The Board believes that initial preparation is only the first phase of becoming and remaining professional staff members. It is equally important that systematic training be provided to the staff for the maintenance, development, and extension of their skills. Staff development will then be an integral part of the school district's total program.
- B. The district staff development program will offer a variety of opportunities for growth and revitalization, providing for district, building, and individual needs applicable to ADE Rules and/or Arkansas code. Provisions may be made to ensure increased personal and professional competence through the following:
  - 1. In-service programs, courses, and workshops offered within the district.
  - 2. Visits to other classrooms and schools.
  - 3. Attendance at conferences, workshops, and other professional meetings.
  - 4. Leaves of absence for advanced training.
- C. In addition, released time may be granted for conferences and visitation, and expenses may be reimbursed provided such activities are approved in advance by the principal and the appropriate director and are within budget allocations for that purpose.
- D. Attendance is required for all teachers, for all sessions of staff development. Staff development sessions will be announced at various intervals during the school year.

- E. All professional staff shall attend all meetings called by the appropriate administrator. Excuses for non-attendance may be granted only by the administrator calling the meeting.
- F. The number of professional development hours each certified staff member receives yearly will remain consistent with state rules, regulations, and laws. Staff members are reminded that it is their responsibility to keep a record of their own professional development hours.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04  
ADE Rules Governing Professional Development  
A.C.A. § 6-15-404(f)(2)  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-705  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1703  
A.C.A. § 6-20-2303(14)

Date Adopted: June 27, 2007  
Last Revised: May 15, 2008

### **3.7—CERTIFIED PERSONNEL DRUG TESTING**

#### **Scope of Policy**

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

#### **Methods of Testing**

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

#### **Definition**

Safety sensitive function includes:

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

#### **Requirements**

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

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

## **Prohibitions**

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

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

## **Testing for Cause**

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

## **Refusal to Submit**

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

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

## **Consequences for Violations**

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

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

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

Legal Reference: A.C.A. § 6-19-108  
49 C.F.R. § 382-101 – 605  
49 C.F.R. § part 40

Date Adopted: June 27, 2006  
Last Revised: May 15, 2008

### **3.8(MH)—CERTIFIED PERSONNEL SICK LEAVE**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of an employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave.
5. Immediate family means:  
An individual’s spouse; children/stepchildren or grandchildren/step-grandchildren of the individual or children/stepchildren or grandchildren/step-grandchildren of the individual’s spouse; the spouse of a child/stepchild of the individual or the spouse of a child/stepchild of the individual’s spouse; parents/stepparents or grandparents/step-grandparents of the individual or parents/stepparents or grandparents/step-grandparents of the individual’s spouse; brothers/stepbrothers and sisters/stepsisters of the individual or brothers/stepbrothers and sisters/stepsisters of the individual’s spouse; anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual’s spouse; or anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual’s spouse.

#### **Sick Leave**

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

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

At the discretion of the principal (or Superintendent), the District may require a written statement of the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the teacher fail, or

otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken, that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

**SICK LEAVE**

- A. Sick leave is leave necessitated by personal illness or illness in the immediate family.
- B. Employees who work 180 - 199 days will receive 10 sick leave days. Those who work 200 - 219 days will receive 11 sick leave days. Employees who work 220 days or more will receive 12 days sick leave.
- C. Unused sick leave for full-time personnel may be accumulated without limit.

At the beginning of the school or contract year, each teacher or employee will be credited with the appropriate number of days of sick leave. At the end of the year, remaining accumulated sick leave will be carried forward to the next year.

By September 30 each year, all employees shall be notified of their available number of sick leave days.

- D. If employment has been terminated with the district and the employee later is reemployed by the district, no previously accumulated sick leave can be reinstated. Any employee who is terminated or quits will not be compensated for unused sick leave.
- E. A maximum of 90 sick leave days may be transferred by certificated employees from one Arkansas school district to another.
- F. Part-time personnel may receive some sick leave benefits as approved by the Superintendent on a pro-rata basis.
- G. Three funeral days may, without deduction from pay or leave, be granted by the district for the death of an employee's immediate family. The Superintendent or his designee may extend such leave in certain circumstances to allow a reasonable time to return to the district. Funeral leave is not cumulative from year to year.

- H. Teachers may, without deduction from pay or leave, attend local funerals when such absence involves approximately one or two hours and when classes can be arranged from within the faculty at no expense to the district.
- I. Employees, without deduction from pay or leave, may be permitted to leave school approximately one hour to attend appointments or function(s) as approved by the principal/supervisor when classes can be arranged from within the faculty/employees at no expense to the district. Reasons included for consideration are medical appointments for employee or a member of the employee's family, family emergencies, or functions that involve the employee's family member.
- J. Any employee hospitalized for surgery shall present medical clearance, signed by his/her physician, before returning to work.
- K. Any employee who frequently uses sick leave or has extensive absences using sick leave, may be required to submit to the Superintendent or his designee prior to returning to work an affidavit or physician's statement with respect to the nature and extent of his illness or incapacity. The cost of such examination shall be borne by the teacher or employee. A second physician's opinion may be required. In such case the cost of the second examination shall be borne by the district.
- L. A full-time employee retiring, T-Dropping or leaving the district's service shall receive a Retirement/T-DROP/Service recognition increment. Qualifying employees must notify the Superintendent on or before September 10<sup>th</sup> of the school year in which they retire, T-DROP, or leave the district's service. If notification is made after September 10<sup>th</sup>, a lump sum payment for unused sick leave will occur in the next fiscal year within the first two pay periods. The increment will be paid at the rate of 25% of the employee's final daily salary or \$6,000 whichever is the lesser amount, for unused sick leave. This is a one time increment for all employees who qualify. Only unused sick leave accumulated while employed at Mountain Home School District will be eligible. The employee must meet one of the following conditions to qualify:
  - a. Must be retiring or T-Dropping in accordance with the provisions of the Arkansas Teacher Retirement laws or the Arkansas Public Employees Retirement Rules and have 10 years service in the Mountain Home Public Schools and must have been employed the previous year in the Mountain Home Public Schools.
  - b. Completion of 15 years service in the Mountain Home Public Schools and must have been employed the previous year in the Mountain Home Public Schools.
- M. Employees who receive the service recognition increment when they T-DROP may retain any unused sick leave days that are not used to calculate the amount of the service recognition increment.
- N. Yearly Sick Leave Compensation - Instead of allowing sick leave days to accumulate, certified personnel, who have been employed by the district at least five (5) years and have accumulated

a minimum of 90 sick days, may choose to receive compensation for up to ten (10) unused sick leave days upon completion of their annual contract. Compensation days will be defined as all or any part of the unused sick leave earned during the current fiscal year, as opposed to that which was carried over from the previous years. Employees who have more than 90 sick leave days as of 2006-07 school year will retain all unused leave. Compensation will be in the amount of current base substitute wages per unused day. Days for which compensation is received will be lost for all other purposes. An employee's request for pay for unused sick leave must be received in the business office upon the completion of the teacher's current contract and payment should be available on the first day of in service of the following school year calendar.

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

Date Adopted: June 27, 2006

Last Revised: April 15, 2010

### **3.9-- (MH) SICK LEAVE BANK POLICY**

The Mountain Home Public Schools will administer a sick leave bank for the purpose of permitting certified employees, upon approval, to obtain sick leave days in excess of accumulated and current sick leave, when employees have exhausted all such leave. Only those employees who contribute to the sick leave bank during a contract year shall be eligible to withdraw from the sick leave bank. Voluntary contribution forms must be turned into Central Office by August 15 of the 2006-07 school year and June 15<sup>th</sup> of any subsequent school year. Once you have become a contributing member of the sick leave bank, you will remain a member unless you present in writing to Central Office a form withdrawing membership. An employee who wishes to elect out of the sick leave bank for the upcoming school year shall notify Central Office in writing by June 30<sup>th</sup> of the current school year.

Participants shall contribute one(1) day of earned sick leave per school year, except when a balance of 400 days are carried forward in the sick leave bank from the previous school year. Unused sick leave days from the current year will carry forward to the next year. In the event the sick leave bank's balance falls to a minimum of 25 days, continuous membership forms on file shall be considered as permission to replenish the sick leave bank with an additional donated day by participants. If a sick leave bank member has no more earned sick days to contribute to replenish the sick leave bank, their membership ceases until the earned day can be contributed. Any days contributed to the sick leave bank, will not be returned to an employee if they elect to cease membership to the sick leave bank.

A new full time certified employee must submit a signed agreement form to Central Office authorizing the contributed day no later than August 15 of the 2006-07 school year and June 15<sup>th</sup> of any subsequent school year.

A new full time certified employee who enters employment after August 15 of the 2006-07 school year and June 15<sup>th</sup> of any subsequent school year and wishes to participate may do so in conjunction with hire date. At this time, the employee would donate one (1) day of earned sick leave for the remainder of that school year.

Personnel who enter employment after the start of the first semester will not be eligible to participate until the fall semester of the June 15<sup>th</sup> deadline.

The Sick Bank Committee shall consist of seven (7) members; one member will be elected from each building, by a vote from the certified employees of that building. The other member will be the Assistant Superintendent. The length of each person's term will be three (3) years, but the first terms will be staggered as follows: Beginning the first year, High School and Kindergarten will be one (1) year terms, Junior High and Nelson-Wilks-Herron will be two (2) year terms and Pinkston and Hackler will be three (3) year terms.

The Sick Leave Bank Committee shall meet as necessary for the purpose of reviewing a request for withdrawing days from the sick leave bank.

## **WITHDRAWAL OF SICK LEAVE BANK DAYS**

No person shall be eligible to receive more than thirty (30) days from the sick leave bank in any one-contract year. No more than thirty (30) days may be used per illness.

Sick Leave Bank days may be granted in cases of emergency caused by a serious illness or serious accident pertaining to a member, or their immediate family members, including spouse, children, and parents. Days may be granted after the participant has exhausted all of their sick days and personnel days.

For serious job related accidents, sick leave bank days may be granted only after the consideration is given to any compensation received by the participant from other governmental agencies. The effort shall be to provide full pay for the given number of days, using a combination of sick leave bank days and the compensation received from other governmental agencies.

Neither normal pregnancy nor elective surgery shall qualify for withdrawal of the sick leave bank days (Two physician's statements attesting to the necessity of the immediate surgery must accompany surgery.) Complications arising after pregnancy with the mother or the child may qualify the employee to be eligible to request days from the sick leave bank.

Request for withdrawal from the sick leave bank must state the reason(s) for the withdrawal, the number of days requested, and must be accompanied by a detailed statement from the attending physician as to the nature of the malady and the expected duration thereof. If the information provided to the committee is deemed insufficient, the committee may require additional information or deny the employee's request, at its discretion. The committee has the authority to grant, deny, or reduce any request. However, the committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for social security disability, or other disability insurance or the employee returns to work.

If a person is denied their request for withdrawal of days from the sick leave bank, that person shall have the right to an appeal before the sick leave bank committee. The chairperson of the personnel policy committee shall decide any stalemates in the appeal process.

A monthly sick leave bank statement shall be made available to all participants in the Mountain Home Public Schools sick leave bank. All time spent by members of the committee is voluntary and shall not require any compensation on the part of the district.

Date Adopted: June 27, 2006  
Last Revised: April 16, 2009

### **3.10—CERTIFIED PERSONNEL PLANNING TIME**

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### 3.11(MH)—CERTIFIED PERSONNEL PERSONAL LEAVE

Full-time employees have two (2) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave.

Personal leave does not accumulate from one contract year to the next.

#### PERSONAL LEAVE

Personal leave: Time away from school to be used for personal matters that cannot normally be conducted after the regular school day. (for maximum days per year see #6 below)

1. Personal days shall be used for personal matters that cannot normally be conducted after the regular school day.
2. In keeping with all the provisions of this section, two (2) days (or fraction thereof) of personal leave per year shall be granted to a full-time employee when he/she presents a request in writing on the appropriate form. Except in case of emergency, the request must be submitted five days prior to the day of absence and signed by the principal/supervisor or Superintendent.
3. Personal days shall not be used on the day preceding or following a vacation or holiday unless approved by the Superintendent.
4. Personal leave shall not be used during the first and last five (5) school days of the school year, unless approved by the Superintendent.
5. Unused personal leave days are not accumulative as personal days but may be accumulated and carried over as accumulated sick days.
6. In order to reward employees who do not use their sick days, they will be allowed to use some of their accumulated sick days as personal days, using the chart below:

Accrued sick days	Personal days allowed
0 – 11 days	2
12 - 23 days	3
24 - 35 days	4
36 – 47 days	5
48 – 59 days	6
60 – 71 days	7
72 – 83 days	8
84 – 95 days	9
96 and up	10

The first 2 personal days are given each year in addition to the 10 sick days. Any personal days used after those will be deducted from the employee's accumulated amount of sick days.

7. The number of personal leaves from any school shall not exceed five people or ten percent of those eligible for such leave under policy 3.18 C., whichever is greater, on any particular day. Requests for leaves in excess of this policy (3.18 C. 7) will be denied except in cases of emergency.

#### LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted to full-time personnel by the Board upon recommendation of the Superintendent when staff conditions permit. Such leaves will be for a maximum of up to one full school year (at a time). Upon return to the district, the employee will be guaranteed a position for which he or she is qualified. However, in the event a reduction in force is necessary (such as declining enrollment, changing department needs, resources, etc.), the returning employee will be subject to the RIF Policy (3.4) just as are other staff members. (Whenever feasible and in the best interests of the school district, the administrator will attempt to provide continuity and stability in teacher assignments each year.)
- B. All leave requests must be presented to the Superintendent of Schools and should be presented at least three school months prior to the beginning of the proposed leave.
- C. Leaves may be granted for:
  1. Additional Education, Professional Study, Employment or Educational Travel.
    - a. When an employee has been employed in the district for a minimum of three years, and additional education can be shown to bring about improvement in the employee's performance, and a planned program which is recognized by an education-accrediting agency is submitted, leave will be considered. No tuition or expenses for any additional training or education will be paid or reimbursed by the district.
    - b. If it can be shown that professional study, employment, or educational travel will contribute to the efficiency of the employee, leave may be granted if recommended by the Superintendent and approved by the Board.
  2. Extended Personal Leave
    - a. At the discretion of the Board, a leave of absence may be granted for up to one year for personal leave if the employee can show in writing that the leave will result in personal or professional growth.
    - b. Requests for personal leave will be considered on the basis of convenience to the school district. A plan which provides for continuity of work, instruction, and grade reporting of students must be agreed upon by the employee, principal and Superintendent prior to granting the leave.

### 3. Military Service

The Mountain Home School District will comply with Arkansas State Law with regard to military leave of service.

### 4. Family and Medical Leave Policy

### 5. Leave by Full-Time Staff to Attend College

- a. All educational leaves or released time must be approved in advance by the Superintendent or his designee.
- b. All educational leaves in excess of three weeks by full-time staff must be approved by the Superintendent and Board.
- c. An employee granted released time to attend school may be required to give up his vacation.
- d. The employee requesting released time to attend school will make arrangements to complete his normal work load and have the arrangements approved by the Superintendent.
- e. The employee asking for educational leave must present to the superintendent a statement of intent. This must state what he or she will be studying; how much time he/she will be out of the district to attend school; how it will affect their job and the school district; and how long they expect to stay in our district after completing their schooling.

Date Adopted: June 27, 2006

Last Revised: May 15, 2008

### **3.12(MH)—CERTIFIED PERSONNEL PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the Superintendent.

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

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

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

#### **PROFESSIONAL LEAVE**

1. Professional leave is leave taken for professional purposes with the approval of the supervisor. Professional leave days shall be used for such purposes as: (1) visitation to view other instruction techniques or programs; (2) attending conferences, workshops, seminars or conventions conducted by colleges, universities or professional organizations, or the State Department of Education; (3) School related activities (supervisor approved) away from campus.
2. Leave taken to attend professional meetings for the purpose of receiving an award or recognition must have approval from the superintendent.
3. Leave for school related activities is leave granted to employees to direct activities that are directly related to their teaching or extracurricular assignment(s). Examples would include field trips, class sponsored trips, extracurricular club and organization sponsored trips and coaching.
4. A principal may also grant leave for school related activities to employees who serve as chaperones and provide supervision for these trips. Administrative approval will be contingent upon a minimal absence record to that point in the school year.
5. Professional and school related activity leave granted by a Principal or the Superintendent is not counted against an employee’s sick or personal leave.
6. The Principal at each building will have a record kept of such leave.

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.14 (MH)-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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

#### Leave for Jury and Other Required Legal Reasons

1. The Board recognizes the civic duty responsibility of persons serving on jury and legal duty arising from school employment and shall pay full salary for those persons serving (as per clause in the policies.)
2. All expenses incurred involving travel, food, and lodging are the responsibility of the person serving on legal duty. Any remuneration by the court for such expenses may be kept by the staff member.
3. Any deviation from the policy will result in a deduction from the employee's salary for that time the person has been absent from work while serving on jury or other legal duty.
4. Notification must be made to principal or supervisor before any leave for jury or other legal duty takes place.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.16(MH)—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

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

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by their building principal or his/her designee a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$20 will be held until total receipts are equal to or greater than \$20. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

Reimbursement requests submitted will be processed within 5 working days.

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL**

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.18 (MH)—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 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.

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.19 (MH)—CERTIFIED PERSONNEL EMPLOYMENT**

#### **PERSONNEL SCREENING AND EMPLOYMENT**

- A. All personnel employed in the district shall be employed upon the recommendation of the Superintendent and the approval of the Board.
- B. Certified personnel contracts excluding the superintendent shall be approved by the Board for one year or a portion thereof.
- C. A procedure for the screening and employment of personnel shall be utilized by principals and supervisors as approved by the Superintendent. (See Appendix A-1)
- D. Vacancy Notification to District Employees
  - 1. Notification to faculty regarding vacancies in existing teaching positions, administrative positions, and newly created teaching or administrative positions shall be the responsibility of the assistant superintendent.
  - 2. Said positions will be announced to all certificated personnel during the school year by posting a notice in each building.
  - 3. Certified employees within the district will be given priority consideration in filling said positions, if said employee is equally or better qualified than other candidates and meets the qualifications of 3.19C.
  - 4. Vacancies created during the school year shall be filled with qualified interim new employees when possible. Present employees wishing to transfer to such positions will be considered during the summer when the vacancy will again be posted for regular annual contract employment.
- E. Probationary Status
  - 1. The term “probationary teacher” shall be defined as a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; provided, however, that an employing school district may, by a majority vote of its directors, provide for one additional year of probationary status.
  - 2. Any teacher employed by the Mountain Home Board of Education shall be considered a probationary teacher at least for the first contract year.

#### **EQUAL OPPORTUNITY EMPLOYER**

Mountain Home Public School District is an equal opportunity employer. There will be no discrimination in employment, promotional or transfer practices on the basis of race, color, creed, sex, age, handicap or religion.

## **TRANSCRIPT AND VALID CERTIFICATE**

- A. Each administrator, teacher and certificated employee must have an official transcript of college and university credits on file with the superintendent.
- B. Each certificated staff member must have a valid teaching certificate or an Additional Licensure Plan (ALP) on file with the Superintendent and ADE.
- C. Additional Licensure Plan. Certificated staff who are not fully certified for the area they are employed to teach, must complete an ALP. This plan must be filed with the Superintendent and with the State Department of Education. Action must be taken to fulfill the plan in keeping with state regulations and time deadlines.

## **HEALTH EXAMINATIONS**

All new employees must present evidence of physical fitness to perform duties assigned, and freedom from communicable disease, including tuberculosis by tuberculin skin test and X-ray, if appropriate. Such evidence shall consist of a physical examination made by a physician licensed to practice medicine and surgery in all its branches, not more than 90 days preceding time of presentation to the Board; cost of such examination shall rest with the employee. Cancellation of contract and termination of employment may result for failure to provide medical proof that the employee is free from tuberculosis or for failure to present evidence of a physical examination.

## **ASSIGNMENT, TRANSFER, AND PROMOTION**

- A. The assignment, number of pupils and personnel shall be determined by the superintendent or his/her designee subject to the approval of the School Board.
- B. Selection or promotion of personnel for all positions shall be made on the basis of merit.
- C. Employees will be given the opportunity to declare their interest in and make application for applicable new positions and vacancies that occur in the district.
- D. Voluntary Transfer
  - 1. The movements of an employee to a different assignment in a different building shall be considered a transfer. Request for a transfer does not necessarily imply dissatisfaction on the part of the employee.
  - 2. An employee who desires a transfer must file written notification of this request with the appropriate administrators and a copy to his/her principal or immediate supervisor.
  - 3. All transfers are made on the recommendation of the Superintendent and approval of the School Board.
- E. Involuntary Transfer
  - 1. An involuntary transfer shall be made only after a conference of the employee involved and the appropriate administrators.
  - 2. The Superintendent has the authority to make recommendations to the School Board on assignment, reassignment, transfer, promotion, etc.

## **LENGTH OF TEACHER WORK DAY**

- A. The teacher's regular assigned workday shall not normally exceed eight hours per day (including lunch).

- B. Starting and ending times shall be established by the administration and changes shall be approved by the Superintendent.
- C. Some of the duties and responsibilities (such as bus duty, teacher meetings, committee meetings, parent-teacher conferences, staffings, open houses, PTA meetings, etc.) may be required in addition to the regular assigned workday.

Date Adopted: June 27, 2006

Last Revised: April 21, 2011

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

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

Reimbursement claims must be made on forms provided by the District.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.21—CERTIFIED PERSONNEL TOBACCO USE**

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.22(MH)—DRESS OF CERTIFIED EMPLOYEES**

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

Because teachers influence students not only by the way they act, speak, and teach, but also by the way they look, educators should dress in a manner appropriate for their profession. To help meet this goal, building principals shall have the right to enforce a reasonable dress code for their employees.

Last Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.23(MH) --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 or adversely affect important working relationships.

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Posting political materials; and
4. Promoting ones own political agenda in a school setting is not allowed. This does not prevent teachers from discussing current national events of significance in the classroom.

#### **PETITIONS:**

The signing, promoting, distributing, etc. of petitions shall be permitted by school employees on a voluntary basis but shall not take place during class time or during the time employee(s) involved should be working. (For example, when not on duty, employees could sign or promote a petition before or after school, during conference and planning time, or during lunch break, etc. at their own discretion.)

Last Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.24 (MH)—CERTIFIED PERSONNEL DEBTS**

No Policy Recommended

Last Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.25—CERTIFIED PERSONNEL GRIEVANCES**

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

#### **Definitions**

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

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

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

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

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

Working day: A day in which a majority of the employees of the same job classification as the employee with a grievance are scheduled to work.

#### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within ten working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form

to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a "group grievance," or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately

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

### **Records**

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

### **Reprisals**

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: June 27, 2006

Last Revised: May 15, 2008

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

Grievance (be specific):

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

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

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

Supervisor's Response

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT**

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the

complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

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

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

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

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.27(MH)—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. The Superintendent shall direct all principals to establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

#### **AUTHORITY OF SCHOOL PERSONNEL**

##### **A. Responsibility and Authority**

Any employee of the school district, by virtue of such employment, has full responsibility for the property, equipment, and assignment entrusted to him/her.

##### **B. Discipline Maintenance**

Teachers and other certificated educational employees shall maintain discipline in the schools, including school grounds, (and buses) which are owned or leased by the district and used for school purposes and activities. In all matters relating to the discipline and conduct of students, the professional staff stands in the place of parents and guardians to the pupils. This relationship shall extend to all activities connected with the school program and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents or guardians.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.28 (MH) CERTIFIED PERSONNEL COMPUTER USE POLICY**

#### **MOUNTAIN HOME SCHOOL DISTRICT COMPUTER AND NETWORK APPROPRIATE USE POLICY FACULTY/STAFF/COMMUNITY**

The Mountain Home School District is responsible for securing its network and computer systems against unauthorized access and/or abuse, while making the technology accessible for authorized and legitimate users. This responsibility includes informing users of expected standards of conduct and the punitive measures for not following them.

The technology committee of Mountain Home Schools has developed the following policy for the faculty/staff and community members covering the use of a computer and/or computer network. This policy covers any person using a computer and/or computer network while on the school campus or when contacting the school's system from a computer outside the physical boundaries of the school.

All potential users of computers/computer networks (including the Internet) at Mountain Home School must read the following policy and agree to abide by it before being granted access to the system.

#### **A. Educational Purpose**

1. This network has been established for educational and administrative purposes only. Mountain Home School District has installed an Internet filtering system and every computer on the school's network is filtered to prevent computer users from accessing materials harmful to minors or unacceptable in an educational setting. A record is kept of every site visited by every computer user and the amount of time spent at the site.
2. Use of the computer is a privilege, not a right, and misuse of the computer and/or computer network will result in temporary/permanent revocation of this privilege.
3. All computers are in teacher-supervised areas, including classrooms, the media center and computer labs. The computers/network will be used for the pursuit of intellectual activities, to seek educational resources, career development and other educational purposes. The school's network will be used only for approved educational purposes. An adult will be in the room at all times when students are using computer equipment. The adult will monitor student computer use and will take appropriate action if they detect misuse of the equipment.
4. The school network may not be used for commercial purposes. This means you may not offer, provide or purchase products or services for your personal use through this network. The network may be used by designated staff for purchasing products or services for the school district.
5. You may not use the network for political lobbying. However, you may use the network to communicate with elected officials and may express to them your opinion on political issues.
6. All computers and computer work will be free from interference by others.

7. Users will refrain from excessive personal use of the Internet during school hours.

## B. Internet Access

1. All faculty/staff will have access to the Internet and World Wide Web information resources through their classroom, library and/or school computer lab
2. Faculty/staff will be allowed to post Web pages on the school's network. Nothing will be placed on the school's web pages without the permission and approval of the school Web Master.
3. Faculty/staff may not access the school network from personal devices such as laptops, desktops or any other network enabled device, either wired or wireless. If such devices are needed for the performance of an employee's job, they will be provided by the district. Any breach of this will be considered as trying to circumvent the district's network security system.

## C. Unacceptable Uses

The following uses of the system are considered unacceptable:

1. Illegal Activities
  - a. Users will not attempt to gain unauthorized access to the system or to any other computer system through this network or to go beyond access authorized by the network administrator. This includes attempting to log in through another person's account or access another person's file. These actions are illegal, even if only for the purpose of browsing.
  - b. Any unauthorized, deliberate action that damages or disrupts a computer, a network (or related hardware, software, and data), alters the normal performance of said equipment, or causes it to malfunction is a violation of policy regardless of system location or time duration. User will be financially responsible for such damage. This includes, but is not limited to the spread of computer viruses and worms. These actions are illegal. This also includes the unintentional spread of a virus when doing other activities which are prohibited in this policy.
  - c. The system will not be used to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.

## 2. System Security

- a. Identified a possible security problem, you are responsible for informing an administrator or the network administrator. Do not go looking for security problems, because this may be construed as an illegal attempt to gain unauthorized access to the network. Any user identified by the system administrator as a security risk or as having a history of problems with computer/computer systems may be denied user privileges. Attempts to secure a higher level of privilege on network systems are prohibited.
- b. Avoid the inadvertent spread of computer viruses by following the District virus protection procedures. Only school-supplied disks will be used in any computer on the Mountain Home campus. Any disks which are used outside the district must be properly virus scanned before they are used on the school network.
- c. Users will not post messages to the entire list concerning viruses or virus hoaxes. Such information should be given to the technology department, which will in turn notify users, as they deem appropriate.
- d. The copying of system files is prohibited. The copying of copyrighted materials, such as third party software, without the express written permission of the owner or without the proper license, is prohibited. It is also prohibited to share your password with other people to let anyone use a computer logged in under your login; this is especially important for faculty/staff, as they have a higher level of privilege than students.
- e. Decoding or attempting to decode system or user passwords is prohibited.
- f. Intentional attempts to “crash” network systems or programs are prohibited.
- g. Attempts to secure a higher level of privilege on network systems are prohibited. Users are prohibited from using any type of “hacker” tools to try to break into the system, either at the school or from a remote site.

## 3. Inappropriate Language and Sites

- a. Users of the school network will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful or otherwise objectionable language.
- b. Users may not visit or download materials from any site that contains offensive, obscene or immoral pictures (ex. pornography and nude photos), profane language, or any other material inappropriate for an educational setting. Neither shall you access material that advocates illegal acts, violence or discrimination towards other people (hate literature).
- c. Users will not use any method to bypass the school’s selected filtering process.
- d. All inappropriate sites may not be blocked by the filter; it is the user’s responsibility to determine whether a site is educationally appropriate.
- e. The technology will not be used in any immoral or unethical manner.
- f. Users will not post information that could cause damage or a danger of disruption to the district network or systems.
- g. Users may not visit chat rooms or use instant messaging services while on the school network.

- h. Users will not engage in personal attacks, including prejudicial or discriminatory attacks. Harassment is not permitted. Harassment is defined as persistently acting in a manner that causes distress or annoys another person. If you are told by a person to stop sending them messages, and you continue sending them, that is harassment.
- i. Users will not knowingly or recklessly post false or defamatory information about a person or group.
- j. If you mistakenly access inappropriate information, you should immediately tell your direct supervisor or the technology coordinator. This will protect you against a claim that you have intentionally violated this policy.

#### 4. Disrespect of Privacy

- a. Users will not re-post material that was sent to them privately without permission of the person who sent you the material.
- b. Users will not post private information or details about another person.

#### 5. Disrespect of Resource limits.

- a. Deletion, examination, copying or modification of files and/or data belonging to others is prohibited.
- b. Faculty/staff will not post chain letters or engage in “spamming”. Spamming is sending an annoying or unnecessary message to a large number of people. Users will refrain from forwarding e-mails or attachments that contain chain letters, cute pictures or sayings, jokes inspirational messages, etc., as these waste network resources and are a nuisance to some recipients.
- c. Disk space usage is controlled on the network. Faculty/staff are limited to 150 mb of network storage unless more is required for approved school purposes. Users should not use their assigned space for long-term storage of information, files, or programs. Files that are not a part of the operating system or utility software may be routinely removed from the server drive without warning. Repeated abuse of disk space policies will result in sanctions and may result in the loss of account privileges.
- d. Users will use discretion in posting messages to the global address list, which includes all district e-mail users. Before posting mass e-mail distributions to the global address list, the user must first get approval from the district technology coordinator. This does not apply to normal distribution lists to selected users for school business purposes. Never use the list to post messages that are personal or commercial in nature.
- e. Users are not allowed to do live audio or video streaming from the internet because of bandwidth issues. It is acceptable to download the files and play them from a server on the network which has been designated specifically for this purpose.

## 6. Plagiarism and Copyright Infringement

- a. Plagiarism of other's work is unacceptable and those who use the ideas or writings of others as their own will be subject to disciplinary action. Respect for intellectual labor and creativity is vital. Because electronic information is easily reproduced, respect for the work and personal expression of others is critical. Violations including copying and using the work of another person as your own, unauthorized access into another person's account, and other abuses of electronic information are prohibited.
- b. Users will respect the rights of copyright owners. Copyright infringement occurs when work that is protected by a copyright is inappropriately reproduced. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner.
- c. Software may not be copied unless doing so is legal. Please refer to the Mountain Home Public School Policy on Use of Software for clarification on licensing and copying.

## B. Donated Technology Your Rights

1. Any technology item donated to the district must be approved by the Technology Coordinator before being placed on the district network. Equipment that does not meet the school specifications or standards will not be accepted.

## C. Your Rights

### 1. Free Speech

Your right to free speech applies also to your communication on the Internet. The system is considered a limited forum, similar to the school newspaper, and therefore the District may restrict your speech for valid educational reasons. The District will not restrict your speech solely because individuals in the district disagree with the opinions you are expressing.

### 2. Search and Seizure

- a. You should expect only limited privacy in the contents of your personal files on the District system. Any information on school computers is the property of the school district and is subject to Freedom of Information laws. This includes e-mails. Any file found in your folder is your responsibility.
- b. Routine maintenance and monitoring of the system may lead to discovery that you have violated this policy or law.
- c. An individual search will be conducted if there is reasonable suspicion that you have violated this Policy or the law. The investigation will be

reasonable and related to the suspected violation. If violations of this policy are discovered, the computer will be immediately confiscated.

- d. You have the right at any time to request to see the contents of your files.

### 3. Due Process

- a. The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted through this system.
- b. In the event there is a claim that you have violated this Policy in your use of the system, you will be provided with a written notice of the suspected violation and an opportunity to present an explanation before the appropriate administrator.
- c. Violating the Mountain Home Public School Faculty/Staff/Community Network User Policy will be cause for discipline, up to and including termination of employment.

### D. Limitation of Liability

The Mountain Home School District makes no guarantee that the functions or the services provided by or through the district computer system will be error-free or without defect. The district will not be responsible for any damage you may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for financial obligations arising through the unauthorized use of the system. Due to the open nature of the Internet, no liability will be assumed by this school district, any district employee, or any other participant in the Mountain Home School administration for the use or misuse of this system. It is the responsibility of each user to make good decisions about what information is retrieved and what is done with that information.

### E. Personal Responsibility

Improper use of the system or the Internet will not be tolerated. Noncompliance with this policy will result in immediate removal of user's computer privileges and other discipline as deemed necessary.

*This policy will be periodically reviewed/revised as deemed necessary by the Mountain Home School District Technology Committee.*

## MOUNTAIN HOME PUBLIC SCHOOLS POLICY ON USE OF SOFTWARE IN THE WORKPLACE

- 1. Mountain Home Public Schools has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers within the organization and appropriate backup copies made in accordance with the licensing

agreements. No other copies of this software or its documentation can be made without the express written consent of the software publisher. Except as authorized in #3 below.

2. Mountain Home Public Schools will provide copies of legally acquired software to meet all legitimate needs in a timely fashion and in sufficient quantities for all of our computers. The use of software obtained from any other source could present security and legal threats to the organization, and such use is strictly prohibited.
3. In some cases, the license agreement for a particular software program may permit an additional copy to be placed on a portable computer or home computer for business purposes. Employees will not make such additional copies of software or documentation for the software without the approval of Mountain Home Public Schools' Technology Department.
4. The unauthorized duplication of copyrighted software or documentation is a violation of the law and is contrary to established standards of conduct for Mountain Home Public School employees. Employees may not make, acquire, or use unauthorized copies of computer software or documentation.
5. Mountain Home Public Schools reserves the right to protect its reputation and its investment in computer software by enforcing strong internal controls to prevent the making or use of unauthorized copies of software. These controls may include frequent and periodic assessments of software use, announced and unannounced audits of district computers to assure compliance, and the removal of any software found on Mountain Home Public School property for which a valid license or proof of license cannot be determined, and disciplinary actions in the event of employee violation of this policy.

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

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

School\_\_\_\_\_ Date\_\_\_\_\_

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

1. Conditional Privilege: The Employee’s use of the district’s access to the Internet is a privilege conditioned on the Employee’s abiding by this agreement.

2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up and including termination.

4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:

- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files;
- g. vandalizing data of another user;
- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals;
- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;

creating a web page or associating a web page with the school or school district without proper authorization;

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

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

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

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

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### 3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

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

The Mountain Home School District shall operate by the following calendar.

**Mountain Home School District  
2011-2012 School Calendar**

August 8	District Wide In-Service (1 day)
August 9	Teacher work day for Elementary-- In-Service for Secondary (1 day)
August 10-12	Teacher In-Service (3 days)
August 15	Teacher In-service for Elementary—Work Day for Secondary (1 day)
August 17	First Day of School for Students
September 5	Labor Day (No School for students)
October 17	First Quarter Ends (43 days)
October 18	Second Quarter Begins
October 27	Parent-Teacher Conferences (3:30 p.m.-6:30 p.m.)
October 28	Parent-Teacher Conferences (8:30 a.m.-11:30 a.m.) In-service (12:30 p.m.-3:30 p.m.) (No school for students)
November 21-22	Teacher In-service (No School)
November 23-25	Thanksgiving Break (No school)
December 21	Second Quarter Ends (41 days)
December 22-Jan 3	Christmas Break (No school)
January 4	Third Quarter Begins
February 9	Parent-Teacher Conferences (3:30 p.m.-6:30 p.m.)
February 10	Parent-Teacher Conferences (8:30 a.m.-11:30 a.m.) In-service (12:30 p.m.-3:30 p.m.) (No school for students) (possible make up day)
February 20	Presidents Day (no school) (possible make up day)
March 14	Third Quarter Ends (49 days)
March 15	Fourth Quarter Begins
March 19-23	Spring Break (No school)
April 6	Easter Break (No school)( Possible make up Day)
May 4	Teacher In-service/High School and Kindergarten Registration (No school for students)
May 25	Last day of school (45 days)
May 28	Memorial Day (no school)
May 29-31	Possible Make up days

<b>First Quarter- 43 Days</b>	178 Instruction
5 Teacher In-Service Days	9 Teacher In-Service Day
1 Teacher Workday	1 Teacher Work Day
	1 days (6 hours) non-school PD

<b>Second Quarter- 41 Days</b>	2 Parent/Teacher Conference Days
1 Parent/Teacher Conference Day	3 <i>Emergency Days (end of calendar)</i>
2 1/2 Teacher In-Service	1 <i>Emergency Day (Good Friday)</i>
	1 <i>Emergency Day (Feb 10)</i>
	1 <i>Emergency Day (Presidents Day)</i>
<b>Third Quarter- 49 Days (2 emergency day added)</b>	<b>191 Total Teacher Contract Days</b>
1 Parent/Teacher Conference Day	
1/2 Teacher In-Service	

<b>Fourth Quarter- 45 Days(with 4 emergency days added)</b>	<b>Flex Days- Oct. 28th(1/2 day inservice) Nov 21, Nov 22,</b>
1 Teacher In-Service Day	<b>Feb 10 (1/2 day inservice), May 4<sup>th</sup></b>
After or Non-School PD options: IDEAS, Book study, Curriculum Alignment, Departmental Development,	(HS and Kindergarten flex days do NOT include May 4 <sup>th</sup> )

BOARD APPROVED 4-21-2011

### **3.30—PARENT-SCHOOL COMMUNICATION**

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

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

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

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **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/or the behavior of the employee, is such that it is inappropriate for a school employee, the employee shall be subject to discipline, up to and including termination. Should any employee be found to be under the influence of alcohol while engaged in any school or school related activity, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a

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

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

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

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

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

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

proof from his physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

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

Date Adopted: June 27, 2006

Last Revised: May 17, 2007

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

#### CERTIFICATION

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

#### **Definitions:**

**Active Duty:** is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

**Contingency Operation:** has the same meaning given such term in 10 USC § 101(a)(13).

**Covered Service Member:** is 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.

**Eligible Employee:** is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

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

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

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

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

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

**Parent:** 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.

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

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

### **Policy**

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

### **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) 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. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and

for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

### **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.

Employee Notice to District

#### **Foreseeable:**

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is 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 necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, 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.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

#### **Unforeseeable:**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

**Second Opinion:** In any case where the district has reason to doubt the validity of the 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 the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

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

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. 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 their 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.

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

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

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

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

### **Reporting Requirements During Leave**

Employees shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.

### **Return to Work**

**Medical Certification:** An employee who has taken FMLA leave under reason 1 or 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

**Return to Previous Position:** An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

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

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

- (A) made 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 of the

employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

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

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

#### **Leave more than 5 weeks prior to end of term.**

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

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

#### **Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

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

**Leave less than 3 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

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

Date Adopted: April 16, 2009  
Last Revised: April 16, 2009

### **3.33(MH)—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL**

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

#### **DUTIES AND RESPONSIBILITIES**

- A. Regular duties shall be as contained in the job description available for each position and as assigned by the principal, supervisor, or Superintendent.
- B. Specific schedules, duty, or sponsorship assignments shall be made by the building principal or supervisor.
- C. Principals who share traveling teachers shall work together and with these teachers in preparing the duty schedules of these teachers. Traveling teachers should be given adequate time in their teaching schedules to go to the location of their assigned duty. Duties assigned traveling teachers shall not be a greater amount than duties of other teachers.
- D. Extra-Curricular Duties
  - 1. By definition, extra-curricular duties include involvement in certain school or student-related activities outside of those required in fulfilling the normal contract agreement. Recognizing the value and necessity of extra-curricular duties to the school and students, compensation may be offered as an incentive for teachers to participate in such activities.
  - 2. An agreement (contract) concerning the amount of compensation shall be approved by the Board. Contracts will reflect payment for extra-curricular duties. A list of funded extra-curricular duties will be part of the salary schedule each year.
  - 3. Funds for compensating workers at athletic events shall be provided from the athletic budget.
  - 4. Anyone wishing to apply for a stipend consideration may fill out an Added Responsibility Request Form. These forms may be picked up and returned to the central office for consideration on or before May 15. Requests approved by the Superintendent will be referred to the Board for approval. Requests received will be considered once per year when the budget is approved.

E. Duty-Free Lunch Period

1. Each school district in this state shall provide at least a 30-minute uninterrupted duty-free lunch period for each certified school employee in its employment during each student instructional day.
2. Lunchroom duty supervisors may be volunteers, classified personnel, administrators or they may be certified personnel that have a duty-free lunch at another time during the day other than the time of their lunch duty period.

NOTE: Legal reference is Arkansas State Law 6-17-111.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.34(MH)—CERTIFIED PERSONNEL CELL PHONE USE**

Use of cell phones or other electronic communication devices by employees during instructional time is strictly forbidden, except as necessary by job assignment or emergencies.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.35 (MH)—CERTIFIED PERSONNEL BENEFITS**

The Mountain Home School District provides its certified personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; and
5. Personal days. Ref. 3.11, #6
6. Any certified staff member retiring with 25 years experience, or reaching age 60 and who has spent the last five (5) years of his/her career in the Mountain Home Public Schools, shall receive a lifetime activity/athletic pass.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.36(MH)—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. . The Act specifically is not made a part of this policy by this reference.

A copy of the Act is available for review in the office of the principal of each school building.

#### **CONTRACT RENEWAL, DISMISSAL, AND NON-RENEWAL OF EMPLOYMENT**

- A. Action shall be taken on the contract for the Superintendent of Schools on or before the third Thursday of January each year or as provided in his contract.
- B. Recommendations for continued employment or replacement(s) of each administrator shall be presented by the Superintendent to the Board for their review and action normally at the February Board meeting, but not later than May 1. In the event any administrator's contract is not to be renewed or his position is to be changed, the administrator is to be notified at least 60 days prior to the termination of the existing contract.
- C. Teachers and certificated personnel contracts will normally be considered for renewal at the March Board meeting each year, but no later than May 1 as provided by law.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

#### **Definitions:**

**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 causes or creates a clear and present danger of:

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

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

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or

school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

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

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

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

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

1. Sarcastic "compliments" about another student's or employee's personal appearance,
2. Pointed questions intended to embarrass or humiliate,
3. Mocking, taunting or belittling,
4. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
5. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics,
6. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
7. Blocking access to school property or facilities,
8. Deliberate physical contact or injury to person or property,
9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student's or employee's possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 15, 2008  
Last Revised: May 15, 2008

### **3.39- (MH) VACATIONS FOR TWELVE-MONTH EMPLOYEES**

- A. Twelve-month employees who have worked seven (7) or more months but less than twelve (12) months immediately prior to July 1, shall be granted five days of vacation with pay.
- B. Twelve-month employees who have completed one through eight years of service prior to July 1, will receive ten days of vacation with pay.
- C. Twelve-month employees who have completed nine years or more of service prior to July 1, will receive 15 days of vacation with pay.
- D. All vacation dates must be approved in advance by the principal, supervisor or Superintendent.
- E. Vacation days are not cumulative beyond one year and may be used during the twelve (12) months after being earned unless an exception is approved by the Superintendent due to special or extenuating circumstances.
- F. Vacation days generally should be used during the days when school is not in session, unless approved by the Superintendent.
- G. Vacation pay is at the same rate or on the same basis as the employee's regular pay.
- H. Vacation Days to be Used or Paid
  - 1. All vacation days' entitlement should be used by the employee. Any day(s) not used (see item E) within the proper time period will be lost unless special arrangements are approved by the Superintendent.
  - 2. Upon approval of the Superintendent, vacation days may be used to work in the district. In such cases, the employee will be paid his regular daily salary plus an equal amount for each vacation day worked, if approved in advance by the Superintendent.
- I. In the event an employee retires or resigns, vacation entitlement must be taken before their final contractual day, unless approved by the Superintendent.
- J. All persons must plan to take their vacation entitlement in the following manner unless approved otherwise by the Superintendent:
  - 1. One (1) week entitlement - all five working days taken in succession.
  - 2. Two (2) weeks entitlement - at least five working days must be taken in succession with the remaining five days taken as desired, or all ten days in succession.
  - 3. Three (3) weeks entitlement - at least five working days must be taken in succession for two (2) of the entitled weeks with the remaining five days taken as desired or all

three weeks taken at one time. With the approval of the Superintendent, up to five (5) days may be taken during the school year.

4. For employees with vacation entitlement of less than two (2) weeks, vacation shall be taken between the spring school term dismissal and two weeks before the following fall term begins.

Date Adopted: June 27, 2006

Last Revised: June 27, 2006

### **3.40-(MH) CODE OF ETHICS**

All teachers shall have high professional standards and shall follow a professional code of ethics for teachers.

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.41- (MH) VIDEO SURVEILLANCE POLICY**

The board authorizes the use of video cameras on district property to ensure the health, welfare, and safety of all staff, students, and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the superintendent.

The district shall notify staff and students through student/parent and staff handbooks that video surveillance may occur on district property.

Students or staff in violation of board policies, administrative regulations, building rules, or law shall be subject to appropriate disciplinary action. Others may be referred to law enforcement agencies.

Video recordings may become a part of a student's educational record or a staff member's personnel record. The district shall comply with all applicable state and federal laws related to record maintenance and retention.

Date Adopted: June 27, 2006  
Last Revised: June 27, 2006

### **3.42-(MH)- COMMITTEES**

All teacher or employee committees shall be advisory in nature and non-binding upon the Board, Superintendent, or district. Membership shall be for a two-year period, voted on a rotation basis, phased in starting in the 1988-1989 school year.

#### **A. Teacher Advisory Council**

1. A Superintendent's Teacher Advisory Council (TAC) shall be established and meet at the discretion of the Superintendent.
2. The primary purpose of TAC is to facilitate communication and understanding between the Superintendent and teachers in order to maintain an effective school district with high staff morale.
3. This should provide a communication link between the Superintendent and teachers. It should be a forum or mechanism for teachers to initiate recommendations to the Superintendent and for the Superintendent to share ideas and suggestions with teachers.
4. The Teacher Advisory Council shall consist of one faculty member per building and shall be chosen by the faculty of said building prior to October 1. Each fall buildings Nelson-Wilks-Herron, Pinkston Middle School and High School will elect members for a two year period during odd numbered years and buildings Kindergarten, Hackler and Junior High will elect members for two year terms during even numbered years.
5. The Superintendent shall serve as chairman and shall preside at each meeting. A secretary from the TAC members shall be selected who will be responsible for the minutes and records of the group and for reports from time to time.
6. It shall be the duty of all members of the Council to respond honestly and faithfully to any proposals made by the Superintendent and other TAC members, to serve as an accurate communications link between the Superintendent and faculty, to prepare reports to the faculty concerning relevant matters which have been reviewed and recommendations which have been made, and to advise the Superintendent in the development of sound policy recommendations to the Board when necessary.
7. The Superintendent will keep the Board informed on significant or noteworthy matters at his discretion.

B. Personnel Policies Committee as per Arkansas Personnel Policy Laws ACA 6-17-203 and ACA 6-17-205.

1. It will be the purpose of this committee to review personnel policies of the district affecting certificated (certified) personnel and to prepare recommendations for the Board.
2. The first meeting shall be held by the first Monday in October. Future meetings shall be determined at that time.
3. The Personnel Policies Committee shall consist of one faculty member per building and may consist of up to one per grade level; no fewer than five teachers and no more than three administrators, one of which may be the Superintendent. Faculty (certified staff) members shall be selected by ballot by the faculty prior to October 1. Members will be elected for two year terms with odd grades elected in odd numbered years and even grades elected in even numbered years. Election rotation is determined by the calendar year in which election takes place, i.e., elections in September 2004 count in even years.
4. A chairman and secretary from among the committee members shall be selected by the committee at its first meeting. The chairman shall make policy review assignments to members, prepare an agenda for each meeting, and preside at each meeting. The secretary shall be responsible for the minutes and records of the group. The chairman and secretary will be responsible for preparing and presenting the committee's recommendations to the Board.
5. Duties of all members will be to survey faculty members (certified staff) in the district about their concerns on personnel policies; to fulfill review assignments thoughtfully, promptly and specifically, keeping the welfare of the entire school uppermost in their minds.
6. Chairperson bears the responsibility of ensuring that all teachers (certified staff) have the opportunity to vote through correct ballot procedure by the committee members. Communication will be from ex-chairperson to current chairperson as the correct process.
7. In the case of a vacancy (ies) the balloting will be initiated with only the names of the possible replacements listed.
8. Balloting will be done in secret on official ballots. Said ballots will be in the materials passed from chairperson to chairperson. Collection and counting of the ballots may occur the previous spring to facilitate getting started in the fall.
9. Counting of ballots will fall to the acting chairperson with at least two witnesses -- one from the faculty. The dated official count will be signed by the witnesses and submitted to the Superintendent by October 1 of the current school year (or upcoming

year if the balloting is done in the spring). These will be kept on file by the Personnel Policies Committee.

10. Each teacher should be accounted for with no extra ballots eligible for counting. The form for this process will be kept by the chairperson.

#### 11. Proposed Personnel Policies

- a. Proposals of new personnel policies or amendments to existing ones may be made by the Board or Personnel Policies Committee
- b. Proposals by the Board must have been submitted to the committee (PPC) at least ten (10) working days prior to presentation to the Board.
- c. The Superintendent may recommend any changes in personnel policies to the Board of Directors or to the Personnel Policies Committee. Such recommendations shall become proposals if adopted by either the Board or the committee.

#### C. Finance Committee

1. It will be the purpose of this committee to review the budgeting and expenditures of the district; to provide information on funding and discuss disbursement procedures; to review and to make recommendations concerning salary scheduling and fringe benefits for certificated personnel.
2. The first meeting shall be held by the first Monday in October. Future meetings shall be determined at that time.
3. The Finance Committee shall consist of one faculty member per building, the Superintendent and/or his designee, and one non-voting school board member. Faculty members shall be selected by the faculty prior to October 1. Faculty members will serve a two-year term. Each fall members will be elected for two-year terms. Nelson-Wilks-Herron, Pinkston Middle School, High School during odd numbered years and Kindergarten, Hackler Intermediate and Junior High during even numbered years.
4. A chairman from among the Finance Committee members will be selected at its first meeting. The chairman, with the Superintendent or his designee, shall prepare an agenda for each meeting and shall preside at each meeting. The chairman shall appoint a secretary from among the members of the committee who will be responsible for the minutes and records of the group.
5. The duties of the Finance Committee shall be to submit all financial proposals to the Personnel Policies Committee and to serve as communicators of the district's financial matters to other staff members.

#### D. Curriculum Committee

1. It will be the purpose of this Committee to review the district curriculum; make recommendations with respect to changes or additions to the curriculum; to make recommendations with respect to the textbooks and other instructional materials; to review and make recommendations concerning instructional methods and procedures; study and make recommendations on other matters as assigned or requested by the Superintendent.
  2. The first meeting will be held by the first Monday in October. Future meetings will be determined at that time.
  3. The Curriculum Committee shall consist of one faculty member per grade, the Principal of each building, the GATE Coordinator, the Special Education Coordinator, the Assistant Superintendent, one to three students, one to three parents/citizens and one Board member. Faculty members shall be selected by the faculty meeting prior to October 1. Members will be elected for two year terms with odd grades elected in odd numbered years and even grades elected in even numbered years. Election rotation is determined by the calendar year in which election takes place, i.e., elections in September 2004 count in even years.
  4. The Assistant Superintendent will be the chairman of the Curriculum Committee. A secretary shall be selected from the Committee members. The chairman shall make study or review assignments to the members, prepare an agenda for meetings as needed, and preside at each meeting. The secretary shall be responsible for the minutes and records of the group. The chairman and secretary will be responsible for preparing and presenting the Committee's recommendation to the Superintendent and/or Board.
  5. Duties of all members will be to study proposals/issues brought before the Committee, receive input from their constituencies regarding the curriculum proposal/issues, and make decisions with the welfare and best interests of the entire district uppermost in their minds.
- E. The Sick Bank Committee shall consist of seven (7) members; one member will be elected from each building, by a vote from the certified employees of that building. The other member will be the Assistant Superintendent. The length of each person's term will be three (3) years, but the first terms will be staggered as follows: Beginning the first year, High School and Kindergarten will be one (1) year terms, Junior High and Nelson-Wilks-Herron will be two (2) year terms and Pinkston and Hackler will be three (3) year terms.

The Sick Leave Bank Committee shall meet as necessary for the purpose of reviewing a request for withdrawing days from the sick leave bank.

- A. No teacher will be permitted to serve on more than one of these five committees unless approved by the Superintendent.
- B. Additional committees may be set up at the building or district level as needed.

Date Adopted: June 27, 2006  
Last Revised: April 16, 2009

### **3.43—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.

Level 3 and Level 4 sex offenders may only enter the school campus in the following instances.

1. The offender is a student attending school in the district;
2. To attend a graduation or baccalaureate ceremony, or a school sponsored event for which an admission fee is charged or tickets are sold or distributed;
3. It is a non-student contact day according to the school calendar or no school-sponsored event is taking place on campus;
4. The offender is a parent or guardian of a student enrolled in the district and goes directly to the school office to have school personnel deliver medicine, food, or personal items for the student;
5. The offender is a parent or guardian of a student and enters the school campus where the student is enrolled to attend a scheduled parent-teacher conference **and** the offender is escorted to and from the conference by a designated school official or employee.

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

Copies of the notification from law enforcement should be kept in a secure place accessible to teachers and staff, but should not be posted on school bulletin boards or made available to students or members of the community at large

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

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

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

Date Adopted: May 15, 2008  
Last Revised: April 16, 2009

### **3.44— CERTIFIED PERSONNEL RECORDS AND REPORTS**

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

All teachers will be asked to keep copies of their own professional development hours and Highly Qualified Form for any new areas of licensure. All documents needing to be turned in at the end of the school year will be discussed with teachers by the building administrators in the initial days of in-service before school starts.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: May 15, 2008

Last Revised: May 15, 2008

### **3.45 (MH)—CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

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

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

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

Date Adopted: April 16, 2009  
Last Revised: April 16, 2009

### **3.46—RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL 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.

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

ADE Eligibility Manual for School Meals Revised July 2008  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
42 USC 1758(b)(6)

Date Adopted: April 16, 2009  
Last Revised: April 16, 2009