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## **LICENSED PERSONNEL**

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

LRSD’s salary schedule is noted on our website at <http://www.lrsd.org/?q=node/42> and incorporated into this policy.

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

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the LRSD Department of Human Resources.

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

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

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

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

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403  
A.C.A. § 6-20-2305(f)(4)  
ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted:

Last Revised:

### **3.2—LICENSED PERSONNEL EVALUATIONS**

#### **Definitions**

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

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

"Inquiry category" is a category in which the building level or district level leader consistently demonstrates progressing, proficient, and/or exemplary performance on standards and functions in the Leader Excellence and Development System (LEADS) rubric.

"Intensive Category" is a category in which a building level or district level leader receives a rating of not meeting standards on the summative evaluation rubric as defined by the LEADS Rules.

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

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

#### **Teachers**

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

The joint committee shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4)-year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation alphabetically. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years.

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

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

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
  - a. Direct observation;
  - b. Indirect observation;
  - c. Artifacts; and
  - d. Data; and
4. Presentations of evidence chosen by the teacher, the evaluator, or both.

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

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

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

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

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

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

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

Building level or district level leaders will be evaluated under the schedule and provisions required by LEADS.

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

Building level or district level leaders who have been placed in the Intensive category; and ~~those~~ building level or district level leaders who have not had a summative evaluation the previous three (3) years will have a summative evaluation to establish the initial four-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one quarter (1/4) of each school's inquiry category building level or district level leaders will be selected for evaluation alphabetically. Beginning building level or district level leaders shall have a summative evaluation in the year following the completion of their beginning building level or district level leader period and will be added to the four (4) year summative evaluation rotation for following years.

A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement

between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

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

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.  
ADE Rules Governing the Teacher Excellence and Support System  
ADE Rules Governing the Leader Excellence and Development System (LEADS)

Date Adopted:

Last Revised:

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

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

Date Adopted:

Last Revised:

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

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

#### **Definition**

A reduction-in-force shall mean a reduction of 5% or more in the number of certified personnel to be employed for the successive year when compared to the number employed at the end of the first semester in any current year.

#### **Notification to the Association**

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

#### **Selection of Certified employees to be Included in the RIF**

A reduction -in-force shall be accomplished through attrition as far as possible. If the entire reduction cannot be accomplished through attrition, the RIF Rubric shall be utilized.

#### **Procedure**

- a) A hiring freeze will be instituted immediately.
- b) LRSD shall develop lists of positions identified for Reduction-in-Force, as well as positions that will be available for certified employees in that category.
- c) LRSD shall develop lists by rubric score of current certified employees within each category of certified employees that will be affected by the Reduction-in-Force.
- d) Affected certified employees will be offered/placed in available positions based on their rubric scores. Certified employees with the highest rubric scores will be placed first. In the event of a tie, the certified employee with the earliest date of hire will be placed first.

#### **Rehiring**

If the LRSD increases the number of certified employees or has a vacancy at any time after the RIF, the LRSD shall first offer re-employment to the certified employee(s) in the reverse order of the RIF. A certified employee's failure to respond affirmatively within fifteen (15) calendar days after receipt of the LRSD's letter sent by registered mail to the certified employee's address on file with the LRSD recalling such certified employee, shall result in termination of the certified employee's right of recall. A certified employee who has been the subject of a Reduction-in-Force can be recalled for a period of up to one (1) year.

**Federal Funds**

The LRSD agrees that every certified employee whose position is funded through federal monies shall be given preference for similar positions if federal monies for their positions are discontinued or held.

**RIF (Reduction-in-Force) Scoring Rubric**

<b>Domain-Based on Prior Year</b>	<b>Points Possible=25 Points</b>	<b>Points Earned</b>	<b>Total</b>
<b>Seniority-Total Years in LRSD</b>	0-3 Years=5 points 4-10 years=10 points 11-20 years=15 points 20+ years=25 points		
<b>Performance Evaluation</b> <i>Average of All Areas on TESS</i>	Below Basic=0 points Basic=5 points Proficient=15 Points Distinguished=25 Points		
<b>Attendance (excluding FMLA or ADA)</b>	13+ Missed Days=1 Points 10-12 Missed Days=2 Points 8-9 Missed Days= 3 Points 4-7 Missed Days=4 Points 0-3 Missed Days=5 Points		
<b>Professional Development</b>	Less than 10 hours=0 points 10-29 hours=5 points 30-59 hours=10 points 60-74 hours=15 points 75+ hours=25 points		
<b>Educational Preparation</b> <i>Degrees</i>	BA + 12=5 points BA + 24=10 points BA + 36 or MA=15 points SP or MA +30=20 points Doctorate=25 points		
<b>Other-See Definitions</b> <i>Bilingual</i> <i>Extracurricular Responsibilities-See List</i> <i>Pathwise Mentor</i> <i>Leadership-See List</i> <i>Certification-See List</i> <i>NBCT</i> <i>Specialized Training-See List</i>	Bilingual=5 points NBCT=5 points AIMMS Mentor=4 points Specialized Training=3 points Leadership=3 points Certification=3 points Extracurricular Responsibilities=2 points  *Up to 25 points total		
<b>Armed Forces Veteran</b>	1 point		

*Definitions:*  
**Extracurricular Responsibilities**-Duties voluntarily performed beyond those listed on the job description which directly impact instruction and/or students, such as club sponsor, special committees, etc.  
**Leadership**-holding a position as a leader of a group, organization, department, etc. or performing duties that motivate, guide or inspire others and have a positive impact on student learning.  
**Certification**-holding licenses in critical shortage areas as defined by ADE, such as Special Education, Math, Science or endorsements in critical shortage areas as defined by ADE, such as GT, Library Media, School Counselor or ESL, or shortage areas in LRSD.  
**Specialized Training**-having received additional training necessary to perform specific job duties related to student learning, such as Advanced Placement Training, Sheltered Instruction Observation Protocol Training, Model, ESOL, CGI, and BCM, etc.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted:  
 Last Revised:

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

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

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

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

Date Adopted:

Last Revised:

### 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

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

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

The District, by way of a joint committee, shall develop and implement a professional development plan (PDP) for its licensed employees. The District’s PDP shall, in part, align District resources to address the PD activities identified in the school’s Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee’s professional growth plan (PGP). The PDP shall describe how the District’s categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities’ effectiveness at improving student performance and closing achievement gaps.

LRSD will provide a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee’s PGP. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee’s required number of hours in the designated year cannot be carried over to the next year.

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

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

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP or the school's ACSIP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours, but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

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

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

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

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

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

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133. For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

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

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

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

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

Beginning with the 2018-2019 school year, the District shall provide professional development for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers licensed at the elementary level or in special education and professional development for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction for teachers licensed in an area other than the elementary level or in special education. The professional development will be designed so that, by the beginning of the 2021-2022 school year, all teachers employed in a teaching position that requires an elementary education license or special education license shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

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

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

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

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

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

Teachers' PD shall meet the requirements prescribed under the Teacher Evaluation and Support System (TESS).

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia. Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an 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 hours of PD required annually.

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current ADE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

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

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

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

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

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

Approved PD activities may include:

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

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the Panic Button Alert System (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training (A.C.A. § 6-18-502);
- Student Services Program (A.C.A. § 6-18-1004);
- Training required by ADE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual active shooter drills (6-15-1303).

Cross References:     Policy 3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
                              Policy 4.37—EMERGENCY DRILLS

Legal References:     Arkansas State Board of Education: Standards of Accreditation 15.04  
                              ADE Rules Governing Professional Development  
                              ADE Rules Governing the Arkansas Financial Accounting and Reporting System  
                              and Annual Training Requirements  
                              ADE Rules Governing Student Special Needs Funding  
                              ADE Advisory Guidelines for the Use of Student Restraints in Public School or  
                              Educational Settings

A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-15-2912  
A.C.A. § 6-15-2913  
A.C.A. § 6-15-2914  
A.C.A. § 6-15-2916  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-429  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-710  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (15)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted:  
Last Revised:

Date Adopted:  
Last Revised:

### 3.7—LICENSED PERSONNEL SICK LEAVE

An employee shall be entitled to sick leave only for reasons of personal illness, bereavement, scheduled medical appointments, or illness in his or her immediate family.

Predictable Absence:

In the case of any use of regular sick leave or extended sick leave which may be predictable (e.g., elective surgery and pregnancy) and which will probably last five (5) consecutive days or longer, the certified employee shall notify the building administrator and the Director of Human Resources in writing at least thirty (30) days prior to the expected commencement of such leave and an anticipated date of return. In the case of sick leave use for appointments, employee shall notify the building administrator and the LRSD Sub System as soon as the appointment is made.

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

- a. The LRSD Designated Sub System must be notified of the use of sick leave at least two (2) hours before the start of the employee’s workday.
- b. The Building Administrator must be notified of the use of sick leave at least two (2) hours before the start of the employee’s work day.

On the first day of their contract period, all employees who are employed by LRSD on or before October 31, 2015 will be credited with the number of sick leave days without loss in pay as indicated by the table below, with an accumulation from year to year to a maximum of one hundred seventy-eight (178) days:

Length of Contract	Number of Sick Leave Days
190-200	10
201-220	11
221 or over	12

Teachers hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The Teachers’ Minimum Sick Leave Law,” A.C.A. § 6-17-1201 et. seq. Other employees hired by LRSD beginning November 1, 2015 will receive leave in accordance with “The School Employees Minimum Sick Leave Law,” A.C.A. § 6-17-130 et. seq. All employees hired beginning November 1, 2015 will accumulate sick leave from year to year to a maximum of ninety (90) days.

#### ⊕ Family and Medical Leave

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

#### ~~2.1. Personal Leave~~

~~At the beginning of each school year, every employee will be credited with two (2) days personal leave.~~

- ~~a. Those two (2) days will be available without loss of pay. Any of these days not used within a school year will be credited to accumulated sick leave.~~

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- b. ~~The building administrator or support staff supervisor must be notified twenty four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is impossible, the Sub System and the building administrator and/or the support staff supervisor must be notified.~~
- c. ~~The terms of this agreement do not preclude the past practice of allowing an employee to arrange, with his/her building administrator's or support staff supervisor's approval, to be absent without penalty for a short duration. If the absence exceeds one half (1/2) day, then the employee must take appropriate leave.~~

3.2. Jury Duty

~~An employee required by an agency of government (the federal or state judiciary, etc.) to serve on jury duty which prevents the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence. Such leave shall be granted for the period of time required for jury duty.~~

4.3. Association Leave

~~Each year the Association will be granted up to forty (40) days of paid leave for members participating in LREA sponsored meetings, conferences, or workshops, including no more than ten (10) total days of classroom teacher absences. Costs for the substitutes will be assumed by the Association. The Association's request for the leave will be sent at least five (5) days in advance to the Director of Human Resources with a copy sent to the building administrator.~~

5.4. Extended Leave

- a. ~~Association President~~  
~~At the request of the LREA, the President shall be given full released time from his or her contracted responsibilities in order to perform LREA business, and the LREA will reimburse the LRSD for the full cost (salary and fringe benefits) of all such time.~~
- b. ~~NEA/AEA President~~  
~~An employee will be granted a leave of absence for the term of the office, with increment but without pay, to serve as President of the National Education Association or as President of the Arkansas Education Association.~~
- e. ~~Additional Types of Extended Leave are provided by the LRSD and that information is available in the Personnel Policy Manuals.~~

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

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

Date Adopted:  
Last Revised:

### 3.8—LICENSED PERSONNEL PLANNING TIME

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher’s planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. ~~Certified employees may leave school during their preparation period on matters of school business but shall notify the building administrator before doing so. With the approval of the building administrator, certified employees may leave school during their preparation period for reasons other than school business. The above restrictions do not apply to certified employees leaving school during their lunch period.~~ Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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The planning time shall be in increments of not less than thirty (30) 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.

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Legal Reference: A.C.A. § 6-17-114 (a)(d)

Date Adopted:  
Last Revised:

~~Certified employees may leave school during their preparation period on matters of school business but shall notify the building administrator before doing so. With the approval of the building administrator, certified employees may leave school during their preparation period for reasons other than school business.~~ The above restrictions do not apply to certified employees leaving school during their lunch period.

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~~Planning time for all certified employees is a most important adjunct to an effective instructional program. The parties, therefore, agree that time allocated for this purpose will be used, except in emergencies, for instructional planning. Instructional time for all certified employees shall not exceed 30 hours per week. Every certified employee will have at least two hundred (200) minutes for individual planning each week. Time in blocks of fewer than thirty (30) minutes shall not be considered planning time. Certified employees will not be assigned duties beyond seven hours and thirty minutes in a contract workday. Scheduled direct instructional time to students will not exceed 30 hours per week.~~

~~For schools on a block schedule, four hundred fifty (450) minutes each week will be used for individual planning and/or preparation and consultation. The length of a certified employee's contract day shall not exceed eight hours, inclusive of a 30 minute duty free lunch period and a 15 minute relief period.~~

~~A minimum of 200 minutes of scheduled time shall be provided each week (based on a 5 day workweek) for each elementary classroom certified employee for individual planning. Art, Music, and Physical Education classes shall serve as planning time for elementary schools.~~

~~For Middle Schools, certified employees shall have a minimum of 315 minutes per week of individual planning time. Planning time provided above the 315 minutes of individual planning time shall be used for collaboration and teaming.~~

~~The two highlighted areas are in direct conflict with each other. That is the only conflict I have with what you stated.~~

### 3.9—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

#### Personal Leave

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

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

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

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

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

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

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

Personal Leave ~~per the PNA~~

At the beginning of each school year, every employee will be credited with two (2) days personal leave. Those two (2) days will be available without loss of pay. Any of these days not used within a school year will be credited to accumulated sick leave.

- ~~1.~~ The building administrator or support staff supervisor must be notified twenty-four (24) hours prior to taking such leave. In cases of emergency, including inclement weather, where such notice is impossible, the Sub System and the building administrator and/or the support staff supervisor must be notified.
- ~~2.~~
- ~~3-2.~~ The terms of this agreement do not preclude the past practice of allowing an employee to arrange, with his/her building administrator's or support staff supervisor's approval, to be absent without penalty for a short duration. If the absence exceeds one half (1/2) day, then the employee must take appropriate leave.

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### Temporary Leave of Absence

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

1. A certified employee in his/her first year of teaching service may be allowed up to four (4) days for visiting other schools within the district.
2. Other certified employees, on approval of the building administrator, shall be given two (2) days per year for visitation to another colleague's class or to attend a conference of an educational nature, provided that no more than twenty (20) percent of a school faculty may use such leave in any one (1) school year. All such leave shall be at the expense of the certified employee unless attendance is requested by the District.
3. Certified employees may be given time to attend meetings or conferences of an educational nature, subject to the discretion of the Administration. The number of certified employees allowed leave at any one (1) time will also be within the discretion of the Administration.
4. Certified employees will be given the time necessary for appearance in any legal proceeding connected with the teacher's employment, if the certified employee is required by law or subpoena to attend.
5. Requests for temporary leave must be submitted to the building administrator at least two (2) weeks before such leave would occur.
6. **Military**  
Military leave will be granted, with increment but without pay, according to provisions of the Universal Military Training Act, to any certified employee who is inducted or enlists in active military service in time of war or other emergencies, or who is a member of a National Guard or Reserve Unit which is ordered to active duty by the proper Authority pursuant to law. Such leave will be granted in accordance with the Federal Guidelines and will apply to those who have official Military Orders to Report to Active Duty. The certified employee shall provide to Human Resources ten (10) days in advance the Military Orders to report to Active Duty.
7. **Jury Duty**  
An employee required by an agency of government (the federal or state judiciary, etc.) to serve on jury duty which prevents the accomplishment of regularly assigned responsibilities shall be entitled to a temporary leave of absence. Such leave shall be granted for the period of time required for jury duty.
8. **Association Leave**  
Each year the Association will be granted up to forty (40) days of paid leave for members participating in LREA-sponsored meetings, conferences, or workshops, including no more than ten (10) total days of classroom teacher absences. Costs for the substitutes will be assumed by the Association. The Association's request for the leave will be sent at least five (5) days in advance to the Director of Human Resources with a copy sent to the building administrator.

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9. Extended Leave

A. Association President

At the request of the LREA, the President shall be given full released time from his or her contracted responsibilities in order to perform LREA business, and the LREA will reimburse the LRSD for the full cost (salary and fringe benefits) of all such time.

B. NEA/AEA President

An employee will be granted a leave of absence for the term of the office, with increment but without pay, to serve as President of the National Education Association or as President of the Arkansas Education Association.

C. Additional Types of Extended Leave are provided by the LRSD and that information is available in the Personnel Policy Manuals.

Legal Reference: A.C.A. § 6-17-211

Date Adopted:  
Last Revised

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

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

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

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

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

Legal References:     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:  
Last Revised:

### **3.11—LICENSED PERSONNEL PUBLIC OFFICE**

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

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

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

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

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

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

Date Adopted:

Last Revised:

### **3.12—LICENSED PERSONNEL JURY DUTY**

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

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

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

Date Adopted:

Last Revised:

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

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

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

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

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

Date Adopted:

Last Revised:

### 3.14—LICENSED PERSONNEL PROCEDURE FOR PURCHASE OF SUPPLIES

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

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

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

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

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

Date Adopted:

Last Revised:

### 3.15—INSULT OR ABUSE OF LICENSED PERSONNEL

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

- ~~4.3~~ Cause a breach of the peace;
- ~~5.4~~ Materially and substantially interfere with the operation of the school; and/or
- ~~6.5~~ Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

#### 1. Hazardous Conditions

Certified employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

#### 2. Harassment

The LRSD shall maintain a work environment free of all forms of bullying and harassment. This policy applies to students, teachers, administrators, certified, and classified employees. This includes all forms of harassments and extends to all school settings and activities. Any such conduct will result in disciplinary action and notification to the proper authorities. The LRSD will promptly investigate any complaint of harassment and follow the investigation with the appropriate means of discipline and resolution. Incidents should be reported on the Employee Formal Complaint Form available from Principals or from LRSD Department of Human Resources.

#### 3. Bullying

Violence or injury to certified staff will not be tolerated. Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence on a continual basis. If an incident is repeated or has the potential to be repeated over time toward a certified employee by means of a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

- a) Physical harm to a certified employee or damage to the certified employee's property.
- b) Substantial interference with a certified employee's role in a student's education.
- c) A hostile environment for a certified employee due to the severity, persistence, or pervasiveness of an act;
- d) Substantial disruption of the orderly operation of the school or educational environment.
- e) Any certified employee who is a target of bullying or is a witness to bullying shall report the incident to the building administrator. Incidents may also be reported on the "Employee Formal Complaint Form" available from Administrators or from the Department of Human Resources.

Legal Reference: A.C.A. § 6-17-106

Date Adopted:

Last Revised:

### **3.16—LICENSED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

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

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

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

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

Date Adopted:

Last Revised:

### 3.17—LICENSED PERSONNEL EMPLOYMENT

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

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

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

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

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

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

Inquiries on nondiscrimination may be directed to the Director of Human Resources, who may be reached at 810 West Markham, Little Rock, Arkansas 72201. (501) 447-1000.

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

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

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

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

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

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

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

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

Legal References:     A.C.A. § 6-17-410  
                          A.C.A. § 6-17-411  
                          A.C.A. § 6-17-429  
                          A.C.A. § 21-3-302  
                          A.C.A. § 21-3-303  
                          28 C.F.R. § 35.106  
                          29 C.F.R. part 1635  
                          34 C.F.R. § 100.6  
                          34 C.F.R. § 104.8  
                          34 C.F.R. § 106.9  
                          34 C.F.R. § 108.9  
                          34 C.F.R. § 110.25

Date Adopted:  
Last Revised:

### **3.18—LICENSED PERSONNEL TRAVEL EXPENSES**

Travel expenses will be handled pursuant to the LRSD Procurement Department guidelines and regulations.

Date Adopted:

Last Revised:

### **3.19—LICENSED PERSONNEL TOBACCO USE**

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

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

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

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

Date Adopted:

Last Revised:

### **3.20—DRESS OF LICENSED EMPLOYEES**

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

Date Adopted:

Last Revised:

### **3.21—LICENSED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted:

Last Revised:

### **3.22—LICENSED PERSONNEL DEBTS**

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

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

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

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

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

Date Adopted:

Last Revised:

### 3.23—LICENSED PERSONNEL GRIEVANCES

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

#### A. Purpose

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

#### B. Definition

“Grievance”- means any concern related to personnel policy, salary, Federal or State laws and regulations, or terms or conditions of employment raised by an employee, except the recommendations for nonrenewal, termination, or suspension under the Arkansas Teacher Fair Dismissal Act (A.C.A. § 6-17-1510) and the Public School Employee Fair Hearing Act (A.C.A. § 6-17-1705) are excluded from this grievance procedure and are governed by the requirements of those statutes. A grievance may be pursued by an individual employee or by a group of employees who have the same grievance.

#### C. Informal Resolution

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

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

#### D. Formal Grievance Procedure

##### 1. Level One – Immediate Supervisor

If the grievance is not resolved to the grievant’s satisfaction through informal discussions with his or her immediate supervisor, the grievant may, within five (5) working days from the date the informal resolution efforts failed, submit the grievance to the Association. If the Association decides that the grievance has merit, within five (5) working days of receipt by the Association, the Association will file the written grievance with the appropriate supervisor, with a copy to the Superintendent.

The grievance letter shall include the following:

- a. Name of the employee(s) involved
- b. Date of the alleged violation
- c. Citation of the contractual violation
- d. Brief summary of the facts giving rise to the grievance

- e. Statement of the contention of the employee(s) and of the Association on the issues
- f. The requested remedy

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

The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within three (3) days after the meeting.

## 2. Level Two - Superintendent

If the grievant is not satisfied with the administrator's determination, or if no decision has been rendered within three (3) days after the meeting, then within ten (10) days after the Level One meeting, the grievance shall be advanced to Level Two. The grievant shall be entitled to a hearing before the Superintendent or his designee within ten (10) working days of the date the grievant provides a written grievance to the Superintendent. The grievance hearing procedure shall be informal and shall consist of the grievant explaining and supporting the grievance, the grievant's immediate supervisor explaining and supporting his or her opposition to the grievance, and both sides responding to questions from the Superintendent or his or her designee. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The Superintendent or his or her designee will provide the grievant a written decision within ten (10) working days from the date of the grievance hearing.

## 3. Level Three – Appeal to the LRSD Board of Directors<sup>1</sup>

If the grievant is not satisfied with the decision of the Superintendent or his or her designee, the grievant may appeal to the LRSD Board of Directors providing a written notice of appeal to the President of the LRSD Board of Directors and the Superintendent of Schools within five (5) working days of the grievant's receipt of the decision of the Superintendent or his or her designee. The written notice of appeal shall contain the grievant's specific objections to the decision of the Superintendent or his or her designee, the facts supporting those objections, and the resolution sought in the appeal. The appeal hearing will be held at the next regularly scheduled meeting of the LRSD Board of Directors unless both parties agree to a different date in writing. The hearing shall be open or closed at the discretion of the grievant. The grievant may be represented at the hearing by a person of his or her choosing (but not a member of the grievant's immediate family). The grievant shall have an adequate opportunity to present the grievance, including no less than ninety (90) minutes within which to present and question witnesses. The LRSD Board of Directors shall decide the grievance within ten (10) working days of the completion of the grievance hearing and shall provide a copy of its decision in writing to the grievant. There shall be no reprisals of any kind against an employee who exercises his or her right to pursue a grievance or participates in the process of any grievance.

A grievance which is the result of a suspension without pay, termination or non-renewal recommendation shall be excluded from the Level Two procedure and shall instead be handled under the Arkansas Teacher Fair Dismissal Act or the Public School Employee Fair Hearing Act.

**9. Miscellaneous Clauses**

**A. Representation**

No employee shall be required to discuss any grievance without a representative of the LREA being present unless the employee waives that right by signing a waiver document.

**B. Cooperation**

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

**C. Filing of Grievances**

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

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

Date Adopted:

Last Revised:

### **3.24—LICENSED PERSONNEL SEXUAL HARASSMENT**

The Little Rock 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 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 or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; 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.  
A.C.A. § 6-15-1005 (b) (1)

Date Adopted:

Last Revised:

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

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

Date Adopted:

Last Revised:

### **3.26—LICENSED PERSONNEL COMPUTER USE POLICY**

The Little Rock School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

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

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

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

Date Adopted:  
Last Revised:

**3.26F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT**

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

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

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

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

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

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

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

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- a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files;
- g. vandalizing data of another user;
- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;

- ~~j. — identifying oneself with another person's name or password or using an account or password of another user without proper authorization;~~
- ~~k. — using the network for financial or commercial gain without district permission;~~
- ~~l. — theft or vandalism of data, equipment, or intellectual property;~~
- ~~m. — invading the privacy of individuals;~~
- ~~n. — using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;~~
- ~~o. — introducing a virus to, or otherwise improperly tampering with, the system;~~
- ~~p. — degrading or disrupting equipment or system performance;~~
- ~~q. — creating a web page or associating a web page with the school or school district without proper authorization;~~
- ~~r. — attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;~~
- ~~s. — providing access to the District's Internet Access to unauthorized individuals; or~~
- ~~t. — taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;~~
- ~~u. — making unauthorized copies of computer software;~~
- ~~v. — personal use of computers during instructional time; or~~
- ~~w. — Installing software on district computers without prior approval of technology director or his/her designee.~~

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

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

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

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

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Date Adopted:  
Last Revised:

### LRSD-ACCEPTABLE USE POLICY

The Little Rock School District has policies in place that address current CIPA, FERPA and State laws. Policies regulating the use of the District Network and Account Access (Acceptable Use Policy) also include policies and consequences for violation of policies posted on the LRSD website and printed in the student handbook. Students, parents, all employees and users must sign this agreement if they are to use the district network and all accounts provided by the district. A hard copy is issued to every student and an electronic version is posted on the district website. New employees are issued the agreement upon employment. A security audit of our network is conducted every three-four years. Filters and firewalls are tested against the most severe violations and breaches to determine the strength of the network.

#### I. Purpose

- A.—The Internet and its vast access to information provide an enormous resource for education and assists in our goal to increase student achievement and professional development. The computer, mobile devices and other computer related technologies and software are valuable tools in the efforts to provide a quality educational experience. This, combined with the need for creating and maintaining a safe educational environment requires an adequate acceptable use policy for the Little Rock School District.

#### Little Rock School District Responsibilities

The Little Rock School District will take the following steps to assure proper use of the computer network:

- 1.—Teachers and/or support staff will supervise all device use and Internet sessions while in the classroom or computer lab.
  - 2.—Filtering and network management software will be used to limit the risk of inappropriate material being accessed by students and other users. These programs monitor 'http' traffic and block inappropriate content based on an expanding database of sites and information related to trends in best practices, known information and constant system monitoring.
  - 3.—Teachers will be provided with training and resources to understand the current trends and policies of Internet usage and safety practices as related to Digital Citizenship.
- B.—Staff will be required to instruct students on the proper use of Internet resources enabling them to make appropriate choices for appropriate content and its use.

C. Current virus protection and anti-malware software will be used as an added layer of protection for users against malicious software that may otherwise expose students and other users to inappropriate or harmful material.

D. Users

1. Users are defined as authorized personnel as defined by the Little Rock School District to operate computers, computer-related devices and other technology related equipment, profiles/ accounts within the boundary of the District.
2. Users are described as but not limited to: administrators, teachers, students, substitutes, long-term substitutes, parents, support staff and District authorized guests who are identified as vendors and presenters.
3. The level of access to the District equipment, network and accounts for each of these users will be determined by function and need by the appropriate personnel.

H. Regulations

A. General

1. Mobile devices, computers, computer related devices, telephonic and other communication devices, networks and district provided accounts are provided for conducting school business and are for the educational development of students and staff. They are not intended for private or personal use. Internet and other network communications are being monitored for effective use and resource management while users are connected to district provided network. Users and their immediate supervisors may be notified of suspected abuse of network resources.
2. Users of the network are responsible for following local, state, federal and international laws. This includes copyright laws.
3. Users are responsible for the use of their own account, including security and proper use. Users are not to allow others to use their username and password. Access to other user profiles is reserved for authorized network administrators. Users assigned usernames and passwords are responsible for safeguarding this information. This includes posting account/passwords and access codes in public view or giving unauthorized users such as but not limited to students, parents or vendors access to the district network resources. Users in violation will be held accountable for the consequences of intentional or negligent disclosure of this information.
4. Users may not store student or employee personal data on their personal computing, mobile or storage device.
5. Users are restricted from viewing, downloading or sharing pornographic, sexually explicit, obscene and/or inappropriate content using personal mobile devices in the presence of other users, on school district property and/or while performing school district business.
6. Users may not gain unauthorized access or attempt to gain unauthorized access to other users' accounts, computers or devices.
7. Users are responsible for respecting the policies of other networks, which they access and for adhering to those policies.
8. Users may not deliberately damage or disrupt a network, computer or computer related device, telephonic or other communication device, and/or removable media

that they have been given authorized use. System components such as hardware, software or other property will not be installed, removed, destroyed, modified or abused. Examples of activities that are prohibited: altering security codes or passwords and introducing computer viruses and/or malware, removing memory chips, hard drives and other hardware components.

- ~~9. No LRSD network, phone, mobile device, district provided account or computer system will be used to terrorize, intimidate, threaten or harass.~~
- ~~10. Users will not use the LRSD network or resources for financial or commercial gain or to advertise, promote or endorse products or personal services.~~
- ~~11. The District will not be responsible for financial obligations or legal infractions arising from unauthorized use or negligent care of the network, phone, mobile device, district provided account or computer.~~
- ~~12. Network resources, information, Internet and intranet traffic, folders, drives and mobile devices District provided removable media and electronic mail have no expectation of privacy. Routine maintenance and monitoring of the system may lead to the discovery that a violation of a law or regulation has occurred. If there is reasonable suspicion that a law or regulation has been violated, an investigation will be conducted and items seized and searched.~~
- ~~13. Long term substitutes may be granted both network privileges and district account access at the request of the building principal. If access is granted, the long term substitute must sign the Authorized Use Policy.~~

#### ~~B. Hardware~~

- ~~1. Only authorized individuals will service or maintain District owned hardware.~~
- ~~2. All personal hardware used on district property such as media players of any kind and their content are subject to LRSD policies that refer to electronic communication devices.~~

#### ~~C. Software and Applications~~

- ~~1. Only software and applications that are authorized by the District may be installed on computer hardware.~~
- ~~2. Only authorized individuals will install, remove and manage software applications on District equipment and devices. The district holds the right to remove any software or applications that violate district software policy, software that is deemed illegal or inappropriate, or degrades network performance.~~
- ~~3. Authorized user of student and employee data will take proper care to guard the privacy of such information. Any violation of privacy to such information should be reported to authorities immediately.~~
- ~~4. Software and applications that are to be installed and/or purchased for use in the classroom must be submitted for software approval before installed and/or purchase. Internet Access and Email~~
- ~~5. The primary purpose of providing Internet access to employees is for conducting official business. The purpose of providing Internet access to students is for educational benefit only.~~

6. Before a student is allowed to access the Internet, an Authorized Use Policy must be signed by both the student and parent and will be kept on site. Students and parents will sign the AUP each time a student enrolls at a new campus.
7. Standard e-mail exchange accounts will be issued to District employees. Secondary students in grades 6-12 will be assigned a student email account provided by the current district approved provider. Elementary students are issued individual email accounts provided by the current district approved provider.
8. Users will not post personal contact information about themselves or others.
9. Users who receive files that contain personal information about employees or students either by intentional or unintentional means must maintain all privacy regulations as stated in this policy. They may not copy, forward or distribute such information.
10. Users are not allowed to intentionally transmit or receive obscene, pornographic or inappropriately suggestive content or language in the form of images, files or multimedia files types through any communication device or software used in the Little Rock School District.
11. All users should observe network etiquette. Users are expected to be polite and use appropriate language. Using vulgar or profane language is not appropriate. Engaging in flaming or spamming is not appropriate. Students are prohibited from using chat rooms and instant messenger services unless authorized for educational purposes. Participation in cyber-bullying (original, secondary, or distributed) is prohibited.
12. Use of the system to access, store or distribute obscene, pornographic, or inappropriately suggestive material is prohibited.
13. Use of the LRSD networks and computers to access, store, or distribute materials or sites that are considered racially derogatory, homophobic or "hate sites" is strictly prohibited.  
Students are to immediately report any inappropriate material they access to a teacher or other staff person. Students are not to share inappropriate materials or their sources with other students.
14. Teachers and staff should report any inappropriate, illegal behavior or misuse of district devices, systems or networks immediately to their supervisors.  
Supervision of the Computer Network
15. Coordination of the District computer network is under the supervision of the Superintendent or designee. At the building level, the principal or designee will be responsible for coordination of activities related to the network.
16. The principal or designee will establish a system that ensures that all employees, authorized users, vendors and students receive instruction in District policies that address computer systems and networks. The principal or designee will also establish a process for supervision of students using the system and will maintain user and account agreements.
17. The principal or designee will establish a process for reviewing these regulations with employees annually. The Employee Use Agreement must be signed annually by all employees. The students will sign the Acceptable Use Policy, once in Elementary, Middle and Senior High. Parent's signature will be required even when a student transfers to another school.

### III. Administrative Access to Programs

- A.—Due to increased demand of data reporting in the district, it becomes necessary to allow certain personnel administrative access to programs. These programs include, but are not limited to eSchool/eFinance and ParentLink. The access holds an incredible amount of responsibility due to the privacy issues of student records outlined in FERPA. Administrative access to programs should be determined and documented using the following procedures:
- 1.—Identify the school personnel that needs access
  - 2.—Document purpose of the access
  - 3.—Document written approval by supervisor
  - 4.—Length of time access should be granted
  - 5.—Yearly review of users who have access to programs

### IV. District Maintained Content Management Site and Pages

#### A.—School Sites

Schools maintaining Edline pages and/or school websites must remain consistent with the purpose of informing parents and the community of school related news and information, student achievement and links to other pertinent educational resources.

#### B.—Social Networks

All users must maintain a high level of respect when using social media as a district employee or as students. Educators should follow the Arkansas Department of Education Rules Governing the Code of Ethics for Arkansas Educators when dealing with students in online activities. See Standards of Professional Conduct 5.01. Penalties for Non-Permitted Activities

- C.—Any user who violates this policy and accompanying regulations is subject to loss of computer, phone, and network privileges as well as other District disciplinary actions as outlined in the LRSD Rights and Responsibilities Handbook.

Penalties for violations of this Acceptable Use Policy can be found on pages 31–80 of the LRSD Technology Plan.

Student Handbook:

Revised: February 2015

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**Little Rock School District**  
**Authorized Use of Computer Networks Policy**  
**Employee Use Agreement**

School or Department \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee access to the District's computer network is primarily to be used as a tool in the performance of the employee's job.

\*\*\*\*

I have read the District Authorized Use of Computer Networks Policy. I agree to follow the rules contained in this policy. I understand that if I violate the rules my account can be terminated and I may face other disciplinary action.

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

### 3.27—LICENSED PERSONNEL SCHOOL CALENDAR

The Calendar Committee shall be a Joint Committee as outlined in the Professional Negotiated Agreement. The Committee, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. ~~The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.~~ The proposed calendar must be submitted to the LRSD Board of Directors for approval.

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

The Little Rock School District shall operate by the following calendar: <http://www.lrsd.org/?q=content/board-approved-calendar>

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

Date Adopted:  
Last Revised:

### **3.28—PARENT-TEACHER COMMUNICATION**

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

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

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

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

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3  
A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted:  
Last Revised:

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

The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, 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. Please see the most recent version of the Little Rock School District Drug Testing Program Manual.

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

Date Adopted:  
Last Revised:

**3.29F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT**

CERTIFICATION

I, hereby certify that I have been presented with a copy of the \_\_\_\_\_ 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 \_\_\_\_\_

**3.30—LICENSED PERSONNEL FAMILY MEDICAL LEAVE**

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

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

From time to time extra duties may be assigned to licensed personnel by the school principal or the Superintendent as circumstances dictate or as noted in the 2017-2018 Personnel Policy Manual and the 2017-2018 Professional Negotiated Agreement.

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

1. Elementary certified employees will work with their administrator to establish the time and the length of when their duty will be assigned.
2. Elementary duty may include bus duty before or after school, recess, lunch, etc.
3. All certified employees shall have their thirty (30) minute, duty-free lunch period each day. If they are assigned lunch duty, it must be at a different time.
4. Elementary certified employees may choose to do their thirty (30) minute planning time before or after school based on their needs. Their principal shall be made aware of their choice, as well as any changes that may occur throughout the year.
5. All certified employees are required to attend two one-hour meetings (Staff, PD, etc.) after school monthly regardless of when their extra planning time occurs. At least one (1) week's notice shall be given for all meetings except in emergencies.
6. Secondary certified employees may fulfill their non-instructional duty requirements by subbing one period a week for up to sixty (60) minutes.

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised:

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

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

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

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

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

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

Date Adopted:  
Last Revised:

### **3.33—LICENSED PERSONNEL BENEFITS**

The Little Rock School District provides its licensed personnel benefits as designated by state law and negotiated agreements with the Association included but not limited to the following:

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per contract calendar month, or greater portion thereof; and
4. 2 Personal days.

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

Date Adopted:

Last Revised:

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

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

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

Date Adopted:  
Last Revised:

### **3.35—ASSIGNMENT OF PARAPROFESSIONALS**

The assignment of paraprofessionals shall be made by the District Administrator or his/her designee as required by federal law, state law, rules and regulations. Changes in the assignments may be made as necessary due to changes in the student population, teacher changes, and to best meet the educational needs of the students.

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

Date Adopted:  
Last Revised:

### **3.36—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

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

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

#### **Definitions:**

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

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

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

“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 comments “compliments” about another student’s personal appearance or actual or perceived attributes,
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 actual or perceived attributes,
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,
10. Threats of harm to student(s), possessions, or others,
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: “Slut”) or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: “You are so gay.” “Fag” “Queer”).

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised:

### **3.37—LICENSED PERSONNEL PROPERTY, RECORDS AND REPORTS**

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

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

Legal Reference:       A.C.A. § 6-17-104

Date Adopted:  
Last Revised:

### **3.38—LICENSED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a 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. § 12-18-107  
                              A.C.A. § 12-18-201 et seq.  
                              A.C.A. § 12-18-402

Date Adopted:  
Last Revised:

### **3.39—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING**

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

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

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

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

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

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

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

Date Adopted:

Last Revised:

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

#### **Obtaining Eligibility Information**

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

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

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

#### **Releasing Eligibility Information**

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

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

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

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

Legal References:      Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
ADE Eligibility Manual for School Meals Revised July 2012  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted:  
Last Revised:

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

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

Legal Reference:       A.C.A. § 6-17-401

Date Adopted:  
Last Revised:

### **3.42—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Safety and Security Department. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

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

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

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE  
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted:  
Last Revised:

### **3.43—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS**

#### **Definitions**

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

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

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

#### **Policy**

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

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

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124  
RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS EDUCATORS

Date Adopted:

Last Revised:

### **3.44—LICENSED PERSONNEL VACATIONS**

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

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

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

Date Adopted:

Last Revised:

### **3.45—Depositing collected funds**

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

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

Cross reference:       LRSD Activity Fund Procedures Handbook

Date Adopted:

Last Revised:

### **3.46—LICENSED PERSONNEL WEAPONS ON CAMPUS**

#### **Firearms**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

#### **Other Weapons**

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

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.<sup>5</sup>

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

Date Adopted:  
Last Revised:

### 3.47—TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

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

All certified employees have the right to exclude a pupil from class when his/her presence is intolerable to the learning process and after documented attempts have been made to follow the Student Handbook and/or School Discipline Plan. Under such circumstances, the pupil will be referred to the appropriate building administrator. Within forty-eight (48) hours of the exclusion, the building administrator shall arrange a meeting. Such meeting shall include the building administrator, the certified employee, the pupil's parents and any specialist deemed necessary by any of the parties. Following this meeting, the building administrator and certified employee will make a joint decision on the disposition of the case. In the event the certified employee and building administrator do not reach a joint decision, the matter shall be referred to the appropriate associate superintendent. In a secondary school, if the student is excluded from the same class a second time, he/she may be dropped from that course for the remainder of the year. In an elementary school, if a pupil is excluded a second time, he/she may be transferred to another certified employee's class after conferring with the receiving certified employee or to another school.

If the student continues to be disruptive to the learning process in his/her new environment, placement in an alternative setting or a recommendation for expulsion for the remainder of the year is in order

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

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

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

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

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

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

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Legal References:

A.C.A. § 6-18-511  
Arkansas Department of Education Guidelines for the Development, Review and  
Revision of School District Student Discipline and School Safety Policies  
Personnel Policy Manual for Certified Staff

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Date Adopted:  
Last Revised

### **3.48—ADMINISTRATOR EVALUATOR CERTIFICATION**

#### Continuing Administrators

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

#### Newly Hired or Promoted Administrators

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

Legal Reference:       Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.07.2

Date Adopted:

Last Revised:

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

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

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

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

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

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

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

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

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

Legal References:       A.C.A. § 6-24-101 et seq.  
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties  
Commissioner's Memo FIN 09-036  
Commissioner's Memo FIN-10-048

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

Date Adopted:  
Last Revised:

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

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

Date Adopted:

Last Revised:

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

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

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation. However, instructional time for all certified employees shall not exceed 30 hours per week. Certified employees will not be assigned duties beyond seven hours and thirty minutes in a contract workday. Scheduled direct instructional time to students will not exceed 30 hours per week.

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A sixth (6<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher who enters into an agreement with the District shall receive compensation as follows:

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- a) ~~Hourly rate of pay for the loss of a planning period;~~ Certified employees who are requested to teach a sixth period in schools where the normal load is five periods and accept the assignment shall be paid 10% of their base salary for each period above five periods. In schools with different normal teaching loads, the certified employees will be paid 10% of their base salary for each period above the normal for that school.
- b) and/or
- c) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

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

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.
- There will be no coercive measures taken to solicit volunteers and there will be no reprisals of any kind taken against any certified employee who chooses not to volunteer.

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The provisions of the Teacher Fair Dismissal Act, A.C.A. § 6-17-1501 et seq., do not apply to an agreement between a teacher and the District entered into under this policy.

Cross Reference: Personnel Policy Manual (pages 19-20)

Legal Reference: A.C.A. § 6-17-812

Date Adopted:

Last Revised:

**3.51F—VOLUNTARY TEACHING INSTEAD OF PREPARATORY PERIOD  
AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM**

The \_\_\_\_\_ School District (District) and \_\_\_\_\_ (Teacher) enter into the following contract addendum:

1. Teacher has volunteered to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_;
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of \_\_\_\_\_;
3. District agrees to pay Teacher for those students who enroll and attend Teacher’s class that are in excess of the Standard’s maximum daily number of students at the per student per day amount of \_\_\_\_\_;
4. District agrees to pay teacher \_\_\_\_\_.
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher;
6. Teacher understands that this agreement is not covered by the Teacher Fair Dismissal Act of 1983 (A.C.A. § 6-17-1501 et seq.); and
7. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher’s Signature: \_\_\_\_\_

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

Superintendent’s Signature: \_\_\_\_\_

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

Board President’s Signature: \_\_\_\_\_

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

Legal References:     A.C.A. § 6-17-114  
                              A.C.A. § 6-17-812

Date Adopted:

Last Revised: