

# **CALICO ROCK PUBLIC SCHOOLS**

## **LICENSED**

### **PERSONNEL POLICIES**



**2012 – 2013**

Approved by

**Calico Rock Board of Education**

July 25, 2012

# TABLE OF CONTENTS

## SECTION 3 – LICENSED PERSONNEL

3.0 – LICENSED PERSONNEL POLICIES .....	1
LICENSED PERSONNEL SCHOOL CALENDAR	
3.1 – LICENSED PERSONNEL SALARY SCHEDULE .....	4
3.2 – LICENSED PERSONNEL EVALUATIONS .....	6
3.3 – LICENSED PERSONNEL PAYROLL INFORMATION .....	7
3.4 – LICENSED PERSONNEL REDUCTION IN FORCE .....	8
3.5 – LICENSED PERSONNEL CONTRACT – RETURN.....	9
3.6 – LICENSED PERSONNEL EMPLOYEE TRAINING .....	10
3.7 – LICENSED PERSONNEL DRUG TESTING .... ..	13
3.8 – LICENSED PERSONNEL SICK LEAVE ABSENCES.....	14
3.9 – LICENSED PERSONNEL SICK LEAVE BANK. ....	16
3.10 – LICENSED PERSONNEL WORK DAY/PLANNING TIME .....	17
3.11 - LICENSED PERSONNEL PERSONAL LEAVE . ....	18
3.12 - LICENSED PERSONNEL PROFESSIONAL LEAVE .....	19
3.13 - LICENSED PERSONNEL PUBLIC OFFICE .....	20
3.14 - LICENSED PERSONNEL JURY DUTY .....	21
3.15 - LICENSED PERSONNEL LEAVE – INJURY FROM ASSAULT .....	22
3.16 - LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES .....	23
3.17 - INSULT OR ABUSE OF LICENSED PERSONNEL .....	24
3.18 - LICENSED PERSONNEL OUTSIDE EMPLOYMENT .....	25
3.19 - LICENSED PERSONNEL EMPLOYMENT .....	26

3.20 - LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES .....	27
3.21 - LICENSED PERSONNEL TOBACCO USE .....	28
3.22 - DRESS OF LICENSED EMPLOYEES .....	29
3.23 - LICENSED PERSONNEL POLITICAL ACTIVITY .....	30
3.24 - LICENSED PERSONNEL DEBTS .....	31
3.25 - LICENSED PERSONNEL GRIEVANCES .....	32
3.25F – LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM .....	35
3.26 - LICENSED PERSONNEL SEXUAL HARASSMENT .....	36
3.27 - LICENSED PERSONNEL SUPERVISION OF STUDENTS .....	38
3.28 - LICENSED PERSONNEL COMPUTER USE POLICY .....	40
3.28F- LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT .....	41
3.29 - LICENSED RECORD KEEPING .....	43
3.30 - PARENT-TEACHER COMMUNICATION .....	44
<del>3.31 – ADDRESSING COMPLAINTS WITH TEACHERS.....</del>	<del>45</del>
3.32 - LICENSED PERSONNEL FAMILY MEDICAL LEAVE .....	46
3.33 - ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL .....	50
3.34 - LICENSED PERSONNEL CELL PHONE USE .....	51
3.35 - LICENSED PERSONNEL BENEFITS .....	52
3.36 - LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL .....	53
3.37 - ASSIGNMENT OF TEACHER AIDES .....	54
3.38 - LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING.....	55
3.39 - LICENSED PERSONNEL EXTRA DUTY/SCHOOL SPONSORED EVENTS .....	57
3.40 - LICENSURE (CERTIFICATION) AND TUITION PAYMENTS.....	58

## **LICENSED PERSONNEL**

### **3.0 PERSONNEL POLICIES**

#### **Teacher Personnel Policy Committee**

The election of at least five (5) faculty members to the *Personnel Policy Committee* (PPC) shall be held by October 15 of each year. The committee on personnel policies shall be elected by a majority of the classroom teachers employed in the district, by secret ballot, in an election conducted by the teachers.

Members of the Personnel Policies Committee from the previous year will appoint a member teacher of the committee to initiate this election.

The committee shall hold its first meeting by the end of the first quarter of each year to elect a chairperson, a secretary, and establish a calendar of meetings. Minutes of meetings shall be promptly reported and distributed to the school board members and posted in the school buildings and administrative office.

The committee shall submit in writing any proposed policy changes or additions to the personnel policies prior to the Board's vote on such changes.

The board shall take action on the proposed changes no later than the next board meeting.

Any policies in conflict with school board policies, state board policies, or state laws shall be void.

#### **Licensed Personnel School Calendar**

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the April regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The Calico Rock School District shall operate by this calendar.

Legal reference: A.C.A. 6-17-201

Date Adopted: May 22, 2006

Last Revised: May 21, 2007

# Calico Rock Public Schools

## 2012-2013 SCHOOL CALENDAR

### Proposed to Board of Education

In-service days will be determined by principals using rules and regulations set forth by the ADE and State Board of Education. It may be required of teachers to attend days prior to August 20.

August 20		First Day of School/Late Registration
September 3		Labor Day
October 19	<b>44 days</b>	1 <sup>st</sup> Quarter Ends (44 days)
October 25		Parent/Teacher Conferences
November 21, 22, 23		Thanksgiving Holidays
December 21	<b>40 days</b>	2 <sup>nd</sup> Quarter Ends (84 days)
December 24 – January 4		Christmas Holidays
January 7		First Day of 2nd Semester
* January 21		Martin Luther King Day
* February 18		President's Day
March 8	<b>46 days</b>	3 <sup>rd</sup> Quarter Ends (130 days total)
March 14		Parent/Teacher Conferences
March 18-22		Spring Break
* March 29		Good Friday
May 17		Graduation
May 22-23		Semester Tests
May 24	<b>48 days</b>	4 <sup>th</sup> Quarter Ends (178 days Total)
* May 28, 29		(Snow make-up days #4 & 5)
178 School Days		44 – 1 <sup>st</sup> Quarter
10 Teacher In-service		40 – 2 <sup>nd</sup> Quarter
2 Parent/Teacher Conferences		46 – 3 <sup>rd</sup> Quarter
190 Teacher Contract Days		48 - 4 <sup>th</sup> Quarter – 178 Total <b>*5 Snow Days</b>
*Use as snow days if needed – Additional missed days due to inclement weather will be added under the advisement of Mr. Skidmore, Superintendent, and the Administration.		

### 3.1 LICENSED PERSONNEL SALARY SCHEDULE

CALICO ROCK SCHOOL DISTRICT  
SALARY SCHEDULE - LICENSED PERSONNEL  
2012-2013

Adopted by Board of Education July 25, 2012

STEP	BSE	B+36/MSE
0	30500	34881
1	30950	35381
2	31400	35881
3	31850	36381
4	32300	36881
5	32750	37381
6	33200	37881
7	33650	38381
8	34000	38881
9	34550	39381
10	35000	39881
11	35450	40381
12	35900	40881
13	36350	41381
14	36800	41881
15	37250	42381
16	37700	42881

#### Extra Duty

- |  |                                   |
|--|-----------------------------------|
| a. Boys Basketball Coach, 1,500/Sr. Boys, 1,000/Jr. Boys             | m. Junior Quiz Bowl Sponsor, 100  |
| b. Girls Basketball Coach, 1,500/Sr. Girls, 1,000/Jr. Girls          | n. Senior Quiz Bowl Sponsor, 100  |
| c. Athletic Director, 750  | o. Elem Quiz Bowl Sponsor, 100    |
| d. Yearbook Sponsor, 500   | p. Elem Chess Sponsor, 100        |
| e. Baseball Coach, 500   | q. High School Chess Sponsor, 100 |
| f. Junior Class Co-sponsor, 200                                      | r. Spelling Bee Sponsor, 100      |
| g. Senior Class Co-sponsor, 200                                      | s. PPC Members, 100               |
| h. Softball Coach, 500   | t. Science Fair Coordinators, 100 |
| i. Band Director, 1,000  | u. Pee Wee Coach, 1,300           |
| j. Parent Center Facilitator, 500                                    |                                   |
| k. Federal Programs Coordinator, 5,000                               |                                   |
| l. ACSIP Chairperson, \$350 (as long as federal funds are available) |                                   |

#### Extended Contracts

	Days
H.S. Counselor	210
Business Ed/Computer Lab Facilitator	200
Home Ec	200
Agri	245
Music Teacher	210
H.S. Basketball Coach	210
Special Education Coordinator	210
Library Media Specialist/Technology Coordinator	210
Computer Technician	220

#### Administrator Salary Schedule

Elementary Principal:	9-month salary times 1.4
High School Principal:	9-month salary times 1.4

Assistant Principal: 9-month salary times 1.4  
Superintendent: 9-month salary times 1.72

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

- 1) Any hour above degree level must be achieved at a graduate level to be counted for salary schedule purposes.
- 2) Transcripts and proper documentation of graduate level classes must be on file in the Superintendent's office by August 31.
- 3) Any graduate level hours above a Bachelor's degree will be used for placement on the salary schedule at the appropriate level.
- 4) Teachers who accumulate enough graduate level hours during the school year to advance to the next level on the salary schedule will be placed at that level during at the beginning of the next semester.
- 5) Upon completion of requirements of the Master's degree, any graduate hours in a field related to teaching duties not included in the Master's program will be used for placement above the Master's degree on the salary schedule.

Legal References: A.C.A. 6-17-201, 202, 1001, 1002  
A.C.A. 6-20-319 (4)

Date Adopted: July 18, 2011  
Last Revised: July 25 2012

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

Evaluations of licensed personnel shall be undertaken at least annually.

Evaluations shall be based on a combination of scheduled and informal observations developed jointly by the teachers and administrators. Additional and more frequent informal observations will be done should it be determined by the administration that the observations would be helpful in addressing performance problems.

Legal Reference:       A.C.A. § 6-17-1504

Date Adopted: June 29, 2004  
Last Revised:

### **3.3 LICENSED PERSONNEL PAYROLL INFORMATION**

At the teacher's option a teacher's contract amount will be divided into either, 9, 10, 11, or 12 approximately equal monthly payments. The payroll date will be the fifteenth (15<sup>th</sup>) of each month unless that date falls on a weekend or holiday. If the payroll date falls on a weekend or holiday, the payroll date will be the last previous working day of the pay period. If a teacher opts for nine payments, then the last payroll date will be the last day of the contract period.

If an employee chooses to be paid in 9 approximately equal payments, the employee will receive a check in April but will not receive his/her last check until the end of the contract period.

Date Adopted: January 31, 2011

Last Revised: January 31, 2011

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

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

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

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district as compared to other teachers in the same licensure area and/or specific grade level(s) shall prevail. Length of service in a non-licensed position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Working fewer than 120 days in a school year shall not constitute a year.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of licensed personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years of experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

Legal Reference:      A.C.A. § 6-17- 2407

Date Adopted: August 28, 2006  
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.

A copy of the contract signed by the Superintendent and Board member will be returned to the employee by the first scheduled workday of the contract year.

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

Date Adopted: June 29, 2004

Last Revised: February 22, 2010

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

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

The District shall develop and implement a plan for the professional development of its licensed employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. Each licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.<sup>1</sup> Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the sixty (60) hour requirement shall equal one contract day. Hours of professional development earned by an employee in excess of sixty (60) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.<sup>2</sup> Hours earned that count toward the required sixty (60) also count toward the required number of contract days for that employee.

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

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

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

Teachers are required to receive at least two hours annually of their sixty (60) required hours<sup>3</sup> of professional development designed to enhance their understanding of effective parental involvement strategies.

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

Administrators are required to receive at least three hours annually of their sixty (60)<sup>3</sup> required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

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

Licensed personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with the state law and current ADE rules that deal with professional development.<sup>3</sup>

Teachers are eligible to receive fifteen (15) professional development hours for a college course. A teacher must acquire the form for approval from the Arkansas Department of Education. This form title "Request for 15 hrs. Credit for Professional Development" may be printed from the ADE web site. Following the completion of the request form for approval and the subsequent approval by ADE, the Board also accepts those courses. Teachers will receive fifteen (15) hours of professional development for each approved course with a maximum of thirty hours per year to apply to the required sixty (60) hours of professional development required annually.

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

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

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

Notes: <sup>1</sup> The Rules Governing Professional Development 4.02 require the district to choose the option it will follow and “document” its choice. The documentation may be noted by the selection chosen for this policy and also in the district’s “plan” for professional development required by A.C.A. § 6-17-704(c)(1).

<sup>2</sup> The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee’s contract.

<sup>3</sup> The new Rules specifically include these hours in the required 60.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

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

Date Adopted: January 31, 2011

Last Revised: January 31, 2011

### **3.7—LICENSED PERSONNEL DRUG TESTING**

This policy meets the requirements stated by Section 5145 of the Drug-Free Schools and Communities Act, as added by Section 22 of the Drug-Free Schools and Communities Act Amendments of 1989 (P.L. 101-226).

The Calico Rock School District recognizes its responsibility to employees to provide a drug-free workplace and to prohibit unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance, including alcohol, by employees. Employees will be aware of these prohibitions, and they will be made aware of the problems and dangers associated with drug use and abuse. Employees will also be made aware of area agencies and treatment centers which specialize in the treatment and recovery of substance abuse related problems.

When it has been established that an employer possesses or is under the influence of illegal drugs or other materials expressly prohibited by federal, state or local laws, or of any mind altering non-prescribed substances, including alcohol, while he/she is on school property, at school functions, or on school business, he/she will be subject to probation, suspension with or without pay, or dismissal. The employee may be reported to legal authorities.

Employees of this district, as a condition of employment, agree to abide by the terms of the above statements and to notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Nothing in this regulation shall limit the district's right to discipline up to and including discharge of an employee for off-duty, off-premises illegal drug and alcohol activities.

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

Date Adopted: June 29, 2004  
Last Revised:

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

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the unlimited days accrued from the previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, grandparent, grandchild, or any other relative provided the other relative lives in the same household as the teacher.

#### **Sick Leave**

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

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

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

Should a teacher be absent frequently during a school year, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

## **SICK LEAVE UPON RETIREMENT**

### **Unused Sick Days Upon Retirement**

Upon retirement, a full time licensed employee who has been with the Calico Rock School District for a minimum of the past ten (10) years shall be paid the current licensed substitute teacher daily rate for each unused sick leave day accumulated in this District up to a maximum of \$5,000. This one-time payment will be made within thirty (30) working days following the last day of said contract and is subject to all applicable taxes and with-holdings but not teacher retirement.

### **Absence Notification**

If a teacher plans to be absent, he should notify the administration beforehand. The administration is to call substitutes, unless otherwise agreed upon by teacher and administration. If an emergency arises, he should notify the principal by 6:30 a.m. so that a substitute may be secured.

### **Absence Form**

All employees who are absent must fill out an employee absence report the day that employee returns to work.

### **Workmen's Compensation**

A teacher whose absence is covered under the Workman's Compensation Act 223, 1971, shall report any loss of time compensation received. This amount shall be deducted from the contracted salary of the teacher. The cost of the amount shall be deducted from the contracted salary of the teacher. The cost of the substitute shall be handled in accordance with the provisions of the sick leave policy.

### **School Related Absences**

A teacher who is absent due to school related responsibility, which is approved by the administration, shall be considered as on duty. The cost of a substitute teacher shall be borne by the district.

### **Shared Sick Days**

District employees who are husband and wife may utilize each other's sick days.

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

Date Adopted: January 31, 2011

Last Revised: January 31, 2011

### **3.9—LICENSED PERSONNEL SICK LEAVE BANK**

Calico Rock School will administer a sick leave bank for all full time licensed personnel who wish to participate. Participation shall be on a voluntary basis.

A Sick Leave Bank Committee will be determined by participating faculty through the democratic process, conducted by the PPC. That committee shall consist of six members.

The terms of the committee shall be for three years with two members being replaced each year.

Each participant shall contribute one (1) day of earned sick leave per year. The participant must submit, no later than September 15, a signed agreement to the District Treasurer's office authorizing the contributed day. After the election to participate in the sick leave bank has been made, the participation shall be continuous, unless the District Treasurer receives a written request from the participant by September 15<sup>th</sup> for the withdrawal of membership in the sick leave bank. Days contributed to the sick leave bank by signed authorization cannot be returned to the participant. Requests or questions need to be directed to the Sick Bank Committee.

If the sick bank has a minimum of 400 days in the bank, vested members (those who have contributed to the bank for a minimum of 10 years), shall not be required to contribute more days as long as the 400 day minimum is maintained. If the bank falls below the 400 day minimum, the following year all members will contribute a day to the bank, and continue yearly until the 400 day minimum is again reached.

Days from the sick leave bank may be used by any contributing member in the event of a non-elective surgery, major illness or accident. The eligibility of the request will be determined by a special committee of contributors elected by participating members and the administration. Participating members must use up accumulated sick days before borrowing from the sick leave bank. All requests must be submitted in writing. Medical documentation is required.

No participant shall receive more than 90 days from the sick leave bank in any one (1) fiscal year. The number of days that can be drawn by an individual is subject to availability.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.

Legal Reference:       A.C.A. § 6-17-1208

Date Adopted: February 21, 2011

Last Revised: February 21, 2011

### **3.10—LICENSED PERSONNEL WORK DAY/PLANNING TIME**

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

The planning time shall be in increments of not less than forty 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 teacher instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

A regular work day (student contact day) for licensed personnel will be from 7:45 A.M. to 3:30 P.M. Any deviation from this policy must be approved by the building principal.

Teachers may leave after the buses on Fridays.

Legal Reference: ACA § 6-17-114 (a)

Date Adopted: March 28, 2011

Last Revised: March 28, 2011

### 3.11—LICENSED PERSONNEL PERSONAL LEAVE

An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave. Full-time licensed teachers will be given personal leave days according to the following schedule:

<u>Years Experience in District</u>	<u>Annual Personal Days</u>
1-10	2
11-15	3
16+	4

1. Personal leave days will not be accumulative.
2. Two or more consecutive personal leave days require permission of the respective principal.
3. A teacher who does not use his/her personal leave days will received \$100 per unused day. This fee will be paid to the teacher at the end of the school year.
4. Additional personal leave days will be deducted at the individual's daily rate of pay.

Date Adopted: June 29, 2004

Last Revised: February 23, 2009

### **3.12 LICENSED PERSONNEL PROFESSIONAL LEAVE**

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

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

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

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

#### **Leave of Absence Without Pay**

A teacher may apply for a leave of absence without pay should unusual circumstances exist. Each case will be considered on its own merit by the administration, when the application has been made as far in advance as circumstances will permit. The teacher shall notify the Superintendent by July 1 of their intent to return.

#### **Professional Growth Without Pay**

A teacher may apply for a leave of absence without pay for professional growth. The application shall be made at least one semester in advance, except in the case of sudden scholarships or fellowships. Each case shall be considered by the administration on its own merits. This policy does not include taking another job for the purpose of professional growth.

Date Adopted: June 29, 2004

Last Revised:

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

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

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

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

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

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

Date Adopted: June 29, 2004

Last Revised: February 27, 2007

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

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

Date Adopted: June 29, 2004

Last Revised: February 27, 2007

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

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

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

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

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

Date Adopted: June 29, 2004

Last Revised:

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

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

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 principal or superintendent a purchase order for supplies which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

For the purpose of this policy, pre-kindergarten through sixth grade teachers shall be eligible for the allotted supply reimbursement for those students enrolled in the teacher's class for more than 50% of the school day at the end of the first three months of the school year.

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

Date Adopted: February 21, 2006  
Last Revised:

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

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

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

Legal Reference:       A.C.A. § 6-17-106

Date Adopted: June 29, 2004  
Last Revised:

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

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

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

The Superintendent, or his designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting or inappropriate. This response shall be made within 10 calendar days of written request. If outside employment is educational then no request is required if it does not interfere with the normal workday or other duties.

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

Date Adopted: February 21, 2011

Last Revised: February 21, 2011

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

All prospective employees must apply for employment by supplying the superintendent with a resume or application and references which include two phone numbers, email address or postal mailing address.

If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal.

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

Date Adopted: June 29, 2004

Last Revised:

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

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

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

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

Gratuities are not reimbursable for meals.

The maximum reimbursement for meals is \$30.00 per day.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 29, 2004

Last Revised: February 27, 2007

### **3.21—LICENSED PERSONNEL TOBACCO USE**

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

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

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

Date Adopted: May 22, 2006

Last Revised:

### **3.24—LICENSED PERSONNEL DEBTS**

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

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

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

#### **Definitions**

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<sup>1</sup> A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

#### **Process**

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

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

Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member

of the employee's immediate family present at their conference. After the conference, the principal will have ten working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five working days the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>12</sup>. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

## **Records**

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

## **Reprisals**

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

**Note:** <sup>1</sup> It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, grievable, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be grievable and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually grievable by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" paragraph.

<sup>2</sup> It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: May 22, 2006

Last Revised:

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

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

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

Personnel Policy grievance is based upon:

\_\_\_\_\_

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

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

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

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

Supervisor's Response

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

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

Date Adopted: June 29, 2004

Last Revised:

### **3.26—LICENSED PERSONNEL SEXUAL HARASSMENT**

The Calico 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; and spreading rumors related to a person's alleged sexual activities.

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

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

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

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

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

1. All teachers should check the roll at the beginning of each class and report absentees, and require an admittance slip upon the students return to class.
2. Teachers should see that students enter and leave class in an orderly manner.
3. Teachers should see that students leave the room in order at the end of each period, paying particular attention to waste paper on the floor and desks.
4. No teacher shall dismiss his pupils before the regular time of dismissal.
5. The teacher should dismiss the students; they should not be dismissed by the bell.
6. Teachers should encourage students to protect school property. Children should realize that they will be expected to pay for willful destruction or defacing of property, such as cutting or marking on desks or walls.
7. Teachers should keep to a minimum the visiting of students in another room during school hours.
8. All teachers are expected to follow building procedures regarding fire drills.
9. All teachers are to supervise the conduct of students at school activities as well as during the school day.
10. Controlling situations before unpleasant happenings occur, rather than punishment afterward, should be the goal of all teachers.
11. Teachers should emphasize that no money or valuables should be left in the building at any time.
12. The Board recognizes the need for firmness in disciplinary action to deal with problems that occur in the classrooms and during other school activities, whether on or off the school premises. Accordingly, the Board authorized the administration of corporal punishment as a part of the disciplinary process. Corporal punishment may be administered by any licensed employee of the district to any pupil for disruptive or unmanageable conduct, insubordination, profane, violent, vulgar, or insulting language, or other conduct, that tends to disrupt the education process.
13. The present policy on discipline is reaffirmed in keeping with the language of the Arkansas Supreme Court, which held that, "The purpose of corporal punishment is to make a lasting impression on the child and should be commensurate with the need of the situation."

14. All School monies collected shall be deposited with the bonded fiscal agent of the Board for accounting purposes. This includes grade K-12.
15. The school authorities shall report immediately to law enforcement officials any suspected possession of or use of narcotic drugs at school or school activities.

### **SOLICITING**

1. No solicitation of funds, circulation of petitions, or drives, may be put on without the approval of the administration. (This includes visits of salesmen.)
2. Materials submitted by outside agencies are not to be distributed to the pupils, or sent to the homes, unless authorization for such distribution has come from the administration.

Date Adopted: June 29, 2004

Last Revised:

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

The Calico 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.

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software.

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:      20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)  
                                 A.C.A. § 6-21-107  
                                 A.C.A. § 6-21-111

Date Adopted: June 29, 2004  
Last Revised:

### 3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

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

School\_\_\_\_\_Date\_\_\_\_\_

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

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

Date Adopted: June 29, 2004

Last Revised:

### **3.29 LICENSED RECORD KEEPING**

1. Each teacher shall keep his personnel file in the Superintendent's office up-to-date.
2. Teachers are required to do the following:
  - a. Teachers will keep accurate records.
  - b. Teachers will maintain up-to-date grades.
  - c. Teachers will complete other forms required by the Principals.
3. Teachers are required to keep all records neatly, accurately, and in accordance with forms and rules prescribed.
4. Grade cards will be issued at the end of each nine weeks. Deficiency notices will be sent to parents at midterm.
5. All sponsors of clubs, classes and home-room organizations must authorize all expenditures for their organizations.
6. If students are to be out of school on approved field trips, ballgames, business trips, etc., a written notice shall be posted at least one day before the event. Notice shall contain names of students, and reason for absentee.

Date Adopted: June 29, 2004  
Last Revised:

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

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester. 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.

All teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress through parent/teacher conferences, telephone conference, or home visit. 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 nonparticipation of parents(s)/legal guardians(s) for each scheduled conference.

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

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

Date Adopted: February 21, 2006  
Last Revised:

### **~~3.31 ADDRESSING COMPLAINTS WITH TEACHERS~~**

#### **Complaints**

~~It is the goal of the Board of the District to be responsive to the community it serves and to continuously improve the educational program offered in its school. The Board or the District welcomes constructive criticism when it is offered with the intent of improving the quality of the system's educational program or the delivery of the District's services.~~

~~Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools will address those complaints according to the following sequence:~~

~~1. Parent should contact the teacher, coach, or other staff member directly to discuss any and all complaints. If the issue cannot be resolved, then the teacher, coach, or staff member and the parent will complete a written document (\*) that the parent may use to proceed to Step 2. The teacher will assume the responsibility of giving the Principal a copy of the complaint form.~~

~~2. The parent may pursue the complaint in a meeting with the Principal and teacher. If the issue cannot be resolved during this step, the parties involved will complete a written document (\*) that the parent may use to proceed to Step 3. The Principal will assume the responsibility of giving the Superintendent a copy of the complaint form.~~

~~3. The parent may pursue the complaint with the Superintendent, Principal and teacher.~~

~~Failure to provide proper documentation and follow the sequence of events will require the parent to restart the process at Step 1.~~

~~Other than in the few instances where statutorily allowed or required, student discipline and personnel matters may not be discussed in Board meetings. Individuals with complaints regarding such matters need to follow the sequence outlined above.~~

~~The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent who is responsible for the effective administration and supervision of the District. Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as jury in matters regarding student suspensions initiated by the Superintendent, expulsions, and personnel discipline.~~

~~\* Forms are available in the high school and elementary offices, or may be obtained online from the school website.~~

Date Adopted: January 31, 2011

Removed: February 21, 2012

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

#### **Eligibility**

The Calico Rock School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

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

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

If both the husband and wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### **Notice by Employees**

Foreseeable: When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

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

Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the

need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

The required medical certification from a licensed, practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

Recertification: The District may request the employee obtain a recertification, at the employees expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

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

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

No second or third opinion on recertification may be required.

### **Concurrent Leave**

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition.

### **Health Insurance Coverage**

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit their portion of the cost of the group health plan coverage to the District' business office on or before it would be made by payroll deduction.

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

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

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

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

### **Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

## **Policy**

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

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

Date Adopted: June 29, 2004  
Last Revised:

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

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

Date Adopted: May 22, 2006

Last Revised:

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

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

1. Health insurance assistance of \$164 a month for those teachers who choose to participate in the state's health insurance plan. The District will pay \$33 in addition to \$131 required per month for the 2004-2005 school year.
2. One sick leave day per calendar month worked
3. 2 to 4 personal days (Refer to 3.11: Licensed Personnel Personal Leave)
4. Free entrance to sports functions
5. Reimburse teachers for \$100 licensure fee

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

Date Adopted: June 29, 2004

Last Revised: February 23, 2009

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

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510.

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

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

Date Adopted: June 29, 2004

Last Revised:

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

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

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

Date Adopted: June 29, 2004

Last Revised:

### **3.38—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.

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 grounds; off school grounds 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.

#### **Definition:**

Bullying is any pattern of behavior by a student, or a group of students, that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another child or group of children. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse of the child. Bullying also includes unacceptable behavior identified in this policy which is electronically transmitted. Bullying is a series of recurring actions committed over a period of time directed toward one student, or successive, separate actions directed against multiple students.

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

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

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

Legal Reference:      A.C.A. § 6-18-514

Date Adopted: May 22, 2006

Last Revised:

### **3.39- LICENSED PERSONNEL EXTRA DUTY/SCHOOL SPONSORED EVENTS**

#### **Extra Duty**

1. No teacher shall be required to sponsor more than one club or organization in addition to sponsoring a class. No teacher not having a homeroom shall be required to sponsor more than two organizations.
2. Each teacher shall notify the principal at least two weeks in advance of any activity he/she will sponsor so it can be placed on the calendar.
3. All full-time employees are admitted free to regular season basketball games. This excludes tournaments held at our school.
4. A teacher hired to fill a vacated position may assume the sponsorship of grade or organization the previous teacher held if qualified.
5. All secondary faculty except those who have designated duties will rotate class sponsorship.

#### **School Sponsored Events**

1. The faculty is encouraged to attend school-sponsored events in an effort into show support for students, and to provide for public relation. Therefore, faculty members will not be charged admission for attendance.
2. The following school sponsored events will require attendance by the faculty. If a faculty member cannot be in attendance, they will notify the building principal. Such notification should, if possible or appropriate, include a reason for not attending.
  - A. Open House and Parent Conferences: K-12 Faculty
  - B. High School Graduation: K-12 Faculty
  - C. Elementary Academic Awards Programs: K-6 Faculty
  - D. Secondary Academic Awards Programs: 7-12 Faculty
  - E. Any event or activity of which a faculty member is a sponsor or co-sponsor.

Date Adopted: June 29, 2004  
Last Revised:

### **3.40 LICENSURE (CERTIFICATION) AND TUITION PAYMENT**

Due to shortages in certain teacher licensure areas identified by the state and the need at times of the School District having teachers with multiple certifications, the Board sets the following guidelines for licensure and tuition payments.

1. To assist a teacher already employed by the District to obtain certification in an additional area for which they were not originally hired and upon the recommendation of the Superintendent and written agreement by the teacher to complete all required courses, the District will pay \$500 toward the cost of each course for additional certification, up to three courses. Payment will be made within the month of verification of enrollment in the specific course required. If the course is not successfully completed, the teacher will reimburse the payment to the District. Each course will count 15 hours toward the required 60 hours of teacher in-service up to 30 hours per year. The District will also pay the cost of the required area Praxis.

Date Adopted: January 31, 2011

Last Revised: January 31, 2011

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President of Board

07/25/2012

Date