

CARLISLE SCHOOL DISTRICT 2016-2017
LEA 4303
SECTION 3—CERTIFIED PERSONNEL

FORWARD:

The Board of Education is required by law to establish personnel policies within the school district. Said policies shall be filed, along with an affidavit signed by the president of the Board attesting compliance with state law requiring personnel policies.

All personnel policies adopted by the Board shall be given to each teacher or administrator employed for the first time by the school district. Any amendments to the personnel policies shall also be given to all personnel within thirty (30) days of approval by the Board.

The personnel policies of each school district in effect at the time a teacher's contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent.

Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. Provided such amendments may take place immediately with mutual consent.

Act 687 of 1987 establishes guidelines for the composition and functions of a personnel policy committee. School district personnel policies shall be reviewed systematically in accordance with this act. The Carlisle Personnel Policy Committee shall be composed of each building principal and the superintendent. The Personnel Policy Committee will also be composed of six (6) teacher representatives, three (3) from each school, elected by secret ballot. Teacher representatives will serve on a two (2) year rotating basis.

1. The committee will hold an organizational meeting during the first quarter of each year.
2. Chairperson and secretary will be elected.
3. A calendar of meetings throughout the year will be developed.
4. Meetings will be held quarterly with a minimum of four (4) meetings per year.
5. Minutes of the committee meeting shall be recorded.
6. Minutes shall be promptly reported and distributed to members of the Board.
7. Minutes shall be promptly posted at each school and the administration office.
8. New personnel policies or amendments to existing policies may be proposed by:

- Any committee member
- The School Board

9. The Board must submit proposals to committee at least five (5) working days prior to presentation to the Board.
10. The committee will present its proposed policies or amendments to existing policies to the School Board. (Act 1031 of 1997 - An act to amend Arkansas Code Annotated 6-17-205(e) to require school boards to adopt, reject or refer back to committee policies or amendments to existing policies, and for other purposes.)
11. After presentation to the Board action shall be taken no later than the next regular board meeting.
12. The Board shall have the authority to adopt, reject, amend or refer back to the committee on personnel policies for further study and revision, any proposed policies or amendments to existing policies that are submitted to the board for consideration.
13. Any changes or additions to the personnel policies shall not be considered a part of certified personnel contracts until the next fiscal year.
14. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the certified personnel employed by the district voting by secret ballot.
15. The voting and counting shall be conducted by the personnel policy committee.

**CARLISLE SCHOOL DISTRICT 2016-2017
TABLE OF CONTENTS**

SECTION 3 – CERTIFIED PERSONNEL

3.1 - Certified Personnel SALARY SCHEDULE	1
3.2 - Certified Personnel EVALUATIONS	6
3.3 - EVALUATION of Certified Personnel BY RELATIVES.....	7
3.4 - Certified Personnel REDUCTION IN FORCE.....	8
3.5 - Certified Personnel CONTRACT -- RETURN	10
3.6 - Certified Personnel EMPLOYEE TRAINING	12
3.7 - Certified Personnel DRUG TESTING	17
3.8 - Certified Personnel SICK LEAVE	20
3.9 - Certified Personnel SICK LEAVE BANK.....	22
3.10- Certified Personnel PLANNING TIME.....	26
3.11- Certified Personnel PERSONAL LEAVE.....	27
3.12- Certified Personnel PROFESSIONAL LEAVE.....	29
3.13- Certified Personnel PUBLIC SERVICE.....	30
3.14- Certified Personnel JURY DUTY.....	31
3.15- Certified Personnel LEAVE – INJURY FROM ASSULT.....	32
3.16- Certified Personnel REIMBURSEMENT FOR PURCHASE OF SUPPLIES..	33
3.17- INSULT OR ABUSE OF Certified Personnel	34
3.18- Certified Personnel OUTSIDE EMPLOYMENT	35
3.19- Certified Personnel EMPLOYMENT.....	36
3.20- Certified Personnel REIMBURSEMENT OF TRAVEL EXPENSES.....	39

3.21- Certified Personnel TOBACCO USE	40
3.22- Certified Personnel DRESS CODE	43
3.23- Certified Personnel POLITICAL ACTIVITY	44
3.24- Certified Personnel DEBTS	45
3.25- Certified Personnel GRIEVANCES	46
3.26- Certified Personnel SEXUAL HARASSMENT	50
3.27- Certified Personnel SUPERVISION OF STUDENTS	53
3.28- Certified Personnel COMPUTER USE POLICY	54
3.29- Certified Personnel ACADEMIC SCHOOL CALENDAR	57
3.30- Certified Personnel PARENT-TEACHER COMMUNICATION	59
3.31- Certified Personnel DRUG FREE WORKPLACE	60
3.32- Certified Personnel FAMILY MEDICAL LEAVE	64
3.33- Certified Personnel ASSIGNMENT OF EXTRA DUTIES	68
3.34- Certified Personnel CELL PHONE USE	69
3.35- Certified Personnel BENEFITS	70
3.36- Certified Personnel DISMISSAL AND NON-RENEWAL	71
3.37- Certified Personnel TRANSFER	78
3.38- Certified Personnel RESPONSIBILITIES GOVERNING BULLYING.....	79
3.41- Certified Personnel SURVEILLANCE & OTHER MONITORING	82
3.45- Certified Personnel SOCIAL NETWORKING & ETHICS	83
3.47- Certified Personnel DEPOSITING COLLECTED FUNDS	86

**CERTIFIED PERSONNEL
2016-2017**

**3.1—CERTIFIED PERSONNEL SALARY SCHEDULE
2016-2017**

STEP	BSE	BSE + 15	MSE	MSE + 15
1	31,500.00	32,000.00	35,900.00	36,400.00
2	31,975.00	32,475.00	36,425.00	36,925.00
3	32,450.00	32,950.00	36,950.00	37,450.00
4	32,925.00	33,425.00	37,475.00	37,975.00
5	33,400.00	33,900.00	38,000.00	38,500.00
6	33,875.00	34,375.00	38,525.00	39,025.00
7	34,350.00	34,850.00	39,050.00	39,550.00
8	34,825.00	35,325.00	39,575.00	40,075.00
9	35,300.00	35,800.00	40,100.00	40,600.00
10	35,775.00	36,275.00	40,625.00	41,125.00
11	36,250.00	36,750.00	41,150.00	41,650.00
12	36,725.00	37,225.00	41,675.00	42,175.00
13	37,200.00	37,700.00	42,200.00	42,700.00
14	37,675.00	38,175.00	42,725.00	43,225.00
15	38,150.00	38,650.00	43,250.00	43,750.00
16	38,625.00	39,125.00	43,775.00	44,275.00
17	39,100.00	39,600.00	44,300.00	44,800.00
18	39,575.00	40,075.00	44,825.00	45,325.00
19	40,050.00	40,550.00	45,350.00	45,850.00
20	40,050.00	40,550.00	45,875.00	46,375.00
21	40,050.00	40,550.00	46,400.00	46,900.00
22	40,050.00	40,550.00	46,400.00	47,425.00
23	40,050.00	40,550.00	46,400.00	47,950.00

Principal Salary Schedule (Administrative experience only)

	Assistant (210 days)	MSE+15	Elementary (240 days)	MSE +15	High School (240 days)	MSE +15
0	51,500	52,050	67,500	68,050	73,500	74,050
1	52,050	52,600	68,050	68,600	74,050	74,600
2	52,600	53,150	68,600	69,150	74,600	75,150
3	53,150	53,700	69,150	69,700	75,150	74,700
4	53,700	54,250	69,700	70,250	74,700	75,250
5	54,250	54,800	70,250	70,800	75,250	75,800
6	54,800	55,350	70,800	72,350	75,800	76,350
7	55,350	55,900	71,350	71,900	76,350	77,900
8	55,900	56,450	71,900	72,450	76,900	77,450
9	56,450	57,000	72,450	73,000	77,450	78,000
10	57,000	57,550	73,000	73,550	78,000	78,550

Policy Reference:

3.5A

Legal References:

A.C.A. § 6-17-201, 202, 2403

A.C.A. § 6-20-2305(f)(4)

Date Adopted: 5/10/07
 Last Revised: March 14, 2011; 12/8/2014; 8/8/2016

3.1A—SUPPLEMENTAL SALARY STIPENDS

2016-2017

SUPPLEMENTAL SALARY STIPENDS

<u>Supplemental Salary Schedule</u>	<u>Certified Personnel With Extended Contract</u>		
Athletic Director	\$2,000.00	Superintendent	240 Days (2.20 multiplier)
Head Sr. FB	\$3,000.00	H.S. Principal	240 Days
1 st Sr. Asst. FB	\$1,650.00	Elem. Principal	240 Days
2 nd Sr. Asst. FB	\$1,350.00	Head Basketball	215 Days
Other Sr. Asst. FB	\$ 750.00	Head Football	240 Days
Head Jr. FB	\$ 900.00	Asst. Coaches	# Days Negotiated
1 st Jr. Asst. FB	\$ 700.00	Speech Path.	200 Days
2 nd Jr. Asst. FB	\$ 600.00	Band Director	210 Days
Other Jr. Asst. FB	\$ 400.00	Elem. Counselor	195 Days
Head Sr. Basketball	\$3,000.00	H.S. Counselor	210 Days
Asst. Sr. Basketball	\$ 500.00	Asst. Band Dir.	195 Days
Head Jr. Basketball	\$ 900.00	Curr. Specialist	195 Days
Asst. Jr. Basketball	\$ 500.00	Agri. Teacher	240 Days
Head Sr. Softball	\$1,500.00	Asst. Principal	210 Days
Asst. Sr. Softball	\$ 500.00		
Head Sr. Baseball	\$1,500.00		
Asst. Sr. Baseball	\$ 500.00		
Head Sr. Track	\$1,000.00		
Asst. Sr. Track	\$ 500.00		
Head Jr. Track	\$ 600.00		
Asst. Jr. Track	\$ 500.00		
7 th Grade Coach	\$ 500.00		
District ACSIP Chair	\$ 500.00		
Bldg. ASCIP Chair	\$ 500.00		
Parent Invol. Coord.	\$ 400.00		
Athletic Gate 7 th FB	\$ 10.00 per game (or district hourly rate whichever greater)		
Athletic Gate Jr. FB	\$ 20.00 per game (or district hourly rate whichever greater)		
Athletic Gate Sr. FB	\$ 30.00 per game (or district hourly rate whichever greater)		
2 Basketball Games	\$ 20.00 per night (or district hourly rate whichever greater)		
3 Basketball Games	\$ 30.00 per night (or district hourly rate whichever greater)		
Special Ed. Sup.	\$6,000.00		
Speech Path.	\$5,000.00		
ABC Director	\$3,000.00		
Sr. High Choir	\$1,000.00		
Sr. High Band	\$1,500.00		
Assistant Band Dir.	\$ 500.00		

*Extended days are added to the base of 190 days except for administrators. Extended days may be added by the Board upon the recommendation of the superintendent.

National Board Cert. \$1,000.00 (life of cert.)
CCC's \$1,000.00

3.1B - EXTRA CURRICULAR DUTIES/ PAY SCHEDULE:

Any personnel not receiving a stipend for student extracurricular activity shall be paid on the following schedule/guidelines:

- A. After school hours pay will be \$20.00 per hour, not to exceed \$80.00 per day.
- B. Saturday and holiday pay will be \$25.00 per hour, not to exceed \$125.00 per day.
- C. Any overnight requirements (excluding professional development) will be an additional \$25.00 for each night.
- D. The maximum amount a person may receive for extra-curricular sponsorship during a school year (July 1-June 30) is \$3,000.00.
- E. All time submitted for pay must be approved by the building principal or superintendent prior to the activity.
- F. Duplicate time from two or more sponsors is not permitted without special administrative approval.
- G. Sponsors who work concession stands will be paid the district hourly rate of pay (\$8.50) and duplicate time is permitted.

Date adopted: 07-09-07

Date Revised:

3.1C – CERTIFIED PERSONNEL TUTORING FOR PAY

These guidelines should be followed by teachers in the Carlisle School District who tutor for pay:

1. A teacher's first allegiance is to the Carlisle School District.
2. A teacher may not accept pay for tutoring a student in the subject area in which he/she is currently teaching that student.
3. Tutors should be ethical in relations with parents and students.
3. Accept tutoring only when a student can profit from the tutoring.
5. Tutors should first consult with the pupil's teachers before tutoring is begun.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.1D – PROFESSIONAL PERSONNEL RETIREMENT

All teachers and other selected employees shall be members of the Arkansas Teacher Retirement System. Any teacher retiring should make application for retirement benefits before May 30 of the year he/she plans to retire.

To express appreciation of the Board and community to those individuals who have given years of service to the teaching profession, the following policy is adopted:

1. The Carlisle School District will pay the retiree for accumulated sick leave up to a maximum of ninety (90) days at the rate of substitute pay. Employees eligible under this policy include certified employees who have taught and are presently teaching in the Carlisle Public Schools for a minimum of ten(10) years and meet any one of the conditions listed below:
 - Twenty-five years of service accredited by the Arkansas Teacher Retirement System.
 - Employee has reached sixty (60) years of age with ten (10) years of service.
 - Applies for and receives disability retirement from the Arkansas Teacher Retirement System.

2. For employees who are presently teaching in the Carlisle Public Schools but who have not served the ten (10) year minimum, yet have served five (5) years or more, the Carlisle School District will pay the retiree based on the following scale for accumulated sick leave, up to a maximum of ninety (90) days.

- 50% of substitute pay for completing five (5) years of consecutive service
- 60% of substitute pay for completing six (6) years of consecutive service
- 70% of substitute pay for completing seven (7) years of consecutive service
- 80% of substitute pay for completing eight (8) years of consecutive service
- 90% of substitute pay for completing nine (9) years of consecutive service

At least one (1) of the following conditions must be met:

- 1) Twenty-five years of service accredited by the Arkansas Teacher Retirement System
- 2) Employee has reached sixty (60) years of age with five (5) years of service
- 3) Applies for and receives disability retirement from the Arkansas Teacher Retirement System

3. Professional personnel retiring under A, B, or C above will be given a lifetime pass to all school functions

Date Adopted: 7/01/94

Date Revised: 3/14/11, 6/10/2013, 5/12/2014

3.1E-CERTIFIED PERSONNEL VACATIONS

All personnel who work twelve (12) months will be allowed to take two (2) weeks vacation each year. It is recommended only one week be taken during the months of June, July, or August. Only five vacation days may be carried over to the next school year (July 1- June 30) and fifteen days is the total that can be accumulated in any one school year, unless stipulated in an employee's contract. The vacation must be approved by the superintendent. An employee who has not used vacation and thus will lose vacation days entering a new year may sell the lost days (maximum 10) to the district as the rate of substitute pay (\$60.00) per day.

Date Adopted: 4/19/04

Date Revised: 3/14/11

Date Revised: 6/10/2013

3.2—CERTIFIED PERSONNEL EVALUATIONS

Definitions

“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 Category" is a building level or district level leader who has not completed three consecutive years of experience in one district as a building level or district level administrator.

“Probationary” is a building level or district level leader who has transitioned within the District from one building level or district level administrator position to another or who is hired by the District and has completed his/her novice category period at another district. The probationary period is one-year.

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502.

"Teacher" has the same definition as A.C.A. § 6-17-2803(19).

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. Each school-year, the district will conduct a summative evaluation over all domains and components on all probationary

teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four year rotation schedule for non-probationary teachers to be summatively evaluated, at least one - quarter of each school's non-probationary teachers will be selected for evaluation by random draw.

All teachers shall develop a Professional Growth Plan (PGP) annually that 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.

In an interim appraisal year, the teacher's annual performance rating will be derived from the average score of the components that align with the teacher's PGP.

In a summative evaluation year, the teacher's annual overall rating will be derived from both the teacher's performance rating and the applicable student growth measure as defined in the Arkansas Department of Education (ADE) TESS Rules.

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

In addition to a teacher's summative evaluation, an evaluator or designee shall conduct interim teacher appraisals during the year to provide a teacher with immediate feedback about the teacher's teaching practices; engage the teacher in a collaborative, supportive learning process; and help the teacher use formative assessments to inform the teacher of student progress and adapt teaching practices based on the formative assessments.

Evaluators may also conduct informal classroom observations during the year for the same purpose as a formal classroom observation but that are of shorter duration and are unannounced.

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.

Novice category and probationary building level or district level leaders, those 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 two years will have a summative evaluation. 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. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

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.

To establish the initial three-year rotation schedule for inquiry category building level or district level leaders to be summatively evaluated, at least one-third of each school's inquiry category building level or district level leaders will be selected for evaluation by random draw.

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

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

Legal Reference: A.C.A. § 6-17-1504

Date Adopted:

Last Revised:

3.3—EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES

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

Date Adopted:

Last Revised: 3/14/11

3.4—CERTIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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

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-certified 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 160 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 classified 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.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with

any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

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

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Carlisle School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Carlisle School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Carlisle School District.

Such employees will not be considered as having any seniority within the Carlisle School District and may not claim an entitlement under a reduction in force to any position held by a Carlisle School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Carlisle School District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through reduction-in-force, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Carlisle School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Legal Reference: A.C.A. § 6-17- 2407

Date Adopted: 8/14/06

Last Revised: 3/14/11

3.5—CERTIFIED 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 the employee signs a document in the principal's office indicating receipt of their 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.

The certified employee shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

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

Date Revised: 3/14/11

3.5A----CERTIFIED PERSONNEL CONTRACTED SALARY

The salary of instructional personnel shall be in accordance with the Board's salary schedule. The hours above the Bachelor's or Master's degree that are used to qualify for a training increment on the salary schedule must be graduate college hours unless approved by the superintendent. A transcript must be on file in the superintendent's office by September 1st of the contracted year if the teacher is to receive credit for the training increment that year.

In the event Carlisle School District receives less current revenue in any school year than in the previous school year, experience increments on the teacher salary schedule will be frozen and the beginning salary at each level on the salary schedule will be reduced by the amount of the increment.

Any increase in funds received by the district for any school year that are required to be paid to certified personnel will be distributed equally by adding a step (increment) to the salary schedule; or the funds will be distributed unequally based on a majority vote of the teachers and approved by the board. In the event of the increase in funds required to be distributed is not sufficient to fund existing increments and to add a step (increment), the experience increments on the salary schedule will be frozen and the beginning salary at each level will be reduced by the amount of the increment. The required amount to be distributed will then be divided equally creating a new salary schedule for that year.

Employees will receive credit for experience outside the district as well as in the Carlisle School District.

All Instructional Personnel will be paid on the 20th of the month or the last working day before the 20th if the 20th falls on a weekend or before a holiday. Payment will start on the 20th of August and the final payment will be distributed on the 20th of June. Twelve (12) month personnel will receive their first check on the 20th of July or the last working day before the 20th if the 20th falls on a weekend or before a holiday and final payment on the 20th of June.

3.5B ----VOLUNTARY TEACHING DURING PLANNING PERIOD OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

A teacher in grades 7-12 may voluntarily enter into an agreement with the District to teach:

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards For Accreditation.

A 7-12 grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

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

The method used to determine the amount of pay for teaching more than the maximum number of students is:

- 1) Take the teacher's salary from the salary schedule;
- 2) Divide the teacher's salary by one hundred fifty (150); and
- 3) Multiply the resulting number by the number of students the teacher is teaching above one hundred fifty (150).

A teacher who wishes to volunteer for numbers 1 or 2 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.

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

Legal Reference: A.C.A. § 6-17-812

Date Adopted:

Last Revised

3.6—CERTIFIED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment 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 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 each school's Arkansas Comprehensive School Improvement Plan (ACSIP) and incorporate the licensed employee's PDP. The plan shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between June 1 and May 30. The District may require a licensed employee to receive more PD than the minimum when necessary to complete the licensed employee's PDP. 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 District's PD plan 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 the District's PD offerings and to revise the school improvement plan.

Flexible PD hours (flex hours) are those hours which an employee is allowed to substitute PD activities, different than those offered by the District, but which are still aligned to the employee's Individual Improvement Plan, Professional Growth Plan, 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 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 hours credited toward fulfilling the licensed employee's required hours shall equal one contract day. Hours of PD earned by an employee that are not at the request of the District and are in excess of the employee's required hours, or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.

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 professional development that is integrated within other professional development 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 PD plan includes such training, is approved for flex hours, or is part of the employee's PDP 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(d)(e)(2). 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.

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 as well as students' health and safety issues related to environmental issues and communicable diseases. 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 antibullying 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. The hours may be earned through online PD approved by the ADE provided the PD relates to the district's ACSIP and the teacher's professional growth plan. Licensed personnel who meet the requirements of this paragraph, the associated statute, and ADE Rules shall be entitled to one hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each one-hour undergraduate or 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.

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 professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification workshops, distance learning, internships, district/school programs, and approved college/university course work. In the year that National Board for Professional Teaching Standards Certification is obtained, the district will award thirty-six (36) hours of professional development credit for the professional development year (these hours can only be substituted for mandatory days with administrative approval.) If timing does not allow for use in the current year, the hours may be applied to the year immediately following certification. 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.

Reimbursement For Employee Training

1. All professional development must be preapproved by the building principal.
2. Registration and participation fees will always be reimbursed since all staff development is subject to prior approval by the building principal. All “out of pocket” fees incurred require proper documentation in order to be reimbursed.
3. Allowable meals will be reimbursed in the maximum amount of seven (7), eleven (11), and twenty three (23) dollars for breakfast, lunch and dinner respectively in accordance with IRS regulations. Allowable meals are defined those that require overnight stay or those that require the attendee to travel in excess of 400 miles. The value of each meal cannot be accumulated and receipts will need to accompany the proper reimbursement form. Meals should not be charged to the school credit card. Tips and gratuity are not reimbursable expenditures unless they are added to the bill by the restaurant. Reimbursement will only occur for itemized receipts. Receipts containing alcoholic beverages will not be reimbursed.

The reimbursement schedule above does not apply in cases where meals are provided as part of the workshop. These meals should be included in the registration and will be invoiced to the district.

4. Some professional development opportunities may require that the attendee stay overnight. The overnight stay must be approved by the principal and superintendent and will be reimbursed at the current rate of the motel/hotel in which the person is staying. Additional room charges such as room service, beverages, internet access, movies, and long distance calls will not be reimbursed. Overnight parking and parking in general, is a reimbursable expense. Receipts should accompany all requests for overnight reimbursement and parking expenses.
5. Most staff development opportunities will require the attendee to travel. Automobile travel will be reimbursed at the rate of 42 cents per mile from Carlisle, Arkansas or the employee’s departure point if the place of departure is less mileage. Return travel will be calculated in the same manner. Only one person in the automobile may be reimbursed. Other forms of travel must be pre-approved by the principal or superintendent and reimbursement will be made according to the charges applied by the transportation service.
6. Reimbursement in any of the above instances cannot be made without a proper receipt documenting the amount owed to the employee, except in the case of mileage in which the travel distance must be submitted.

7. The aforementioned reimbursement guidelines apply to all approved staff development including that which is required in fulfillment of the ten contracted professional development days with the following exception: 1) Staff development that occurs within the boundaries of the Carlisle School District.

8. Any other training fee not listed above for which the employee wishes to be reimbursed (i.e., taxi fare, baggage fees, etc.) should be discussed with the administration prior to the event. Only pre-approved items will be reimbursed.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04

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)

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. § 6-15-404(f)(2)
A.C.A. § 6-15-420
A.C.A. § 6-15-426(f)(g)(h)
A.C.A. § 6-15-438
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. § 6-16-1203
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. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-18-502(f)
A.C.A. § 6-18-514(f)

3.7-CERTIFIED PERSONNEL DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug and alcohol test.

Methods of Testing

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

Definition

Safety sensitive function includes:

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

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

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

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

Testing for Cause

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

Refusal to Submit

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to

perform these functions and could include termination or non-renewal of their contract of employment.² Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

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

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

Date Adopted:
Last Revised: 3/14/11

3.8---CERTIFIED PERSONNEL SICK LEAVE

Definitions

“Employee” is a full-time employee of the District.

“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/superintendent shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee. “Sick leave” may also be defined as absence from work due to a conflicting Carlisle School District activity. The activity must be scheduled during a work day or require travel that conflicts with the work day. The principal/superintendent has the discretion to approve or deny such sick leave.

“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.

“Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.

“Immediate family” means an employee’s spouse, child, parent, 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.

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.

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

Date Adopted:

Last Revised: 3/14/11

Last Revised: 6/4/12

3.9—CERTIFIED PERSONNEL SICK LEAVE BANK*

The Certified Personnel Sick Leave Bank will be terminated at the end of the 2014-2014 school year and current employees who have previously contributed to the bank will be returned the exact number of days that were donated during the period of operation (2004/2005-2007/2008). The days returned will be specially designated and can only be used when the employee's current leave is exhausted. Days provided from former employees will be extinguished and the Sick Leave Bank will be replaced **with the following policy:**

3.9—CERTIFIED PERSONNEL SICK LEAVE TRANSFER

In the event that a certified employee, covered by sick leave (or a member of his/her immediate family as defined in the sick leave policy), suffers a prolonged illness or accident requiring the employee's absence from work beyond the time covered by his/her accumulated leave, other employees may donate up to two (2) days each of their sick leave to him/her, provided that the following conditions apply:

1. The donation of sick leave is voluntary
2. The donor's request to donate time is made in writing to the Principal or Superintendent
3. The employee has exhausted all of his/her leave and is still unable to return to work
4. This benefit could continue only until the end of the employee's current contract
5. Those on maternity leave or on a leave as a result of elective cosmetic surgery are exempt for this benefit
6. No employee may donate more than a total of two (2) days of sick leave per contract year

7. The requesting employees appeal for days is sent through email delivery or hand delivered to employees who do not receive school district email

Legal Reference: A.C.A. *6-17-1208
Date Adopted: 4/19/04
Last Revised: 3/14/11,5/12/14
Legal Reference: A.C.A. § 6-17-1208

3.9 A—CERTIFIED PERSONNEL COMPASSIONATE SICK LEAVE /BEREAVEMENT LEAVE

1. Less-substitute-pay days may be made available to all certified personnel who have exhausted their sick leave and find themselves facing a life-threatening or catastrophic illness/accident of themselves or immediate family (as defined in the Board Policy Manual).
2. Diseases covered are: Addison' s Disease, AIDS, Amyotrophic Lateral Sclerosis, Cancer - All Types, Diphtheria, Encephalitis, Epilepsy, Heart Disease, Legionnaire Disease, Lupus Erythematosus, Mental Illness, Meningitis, Multiple Sclerosis, Muscular Dystrophy, Myasthenia Gravis, Neiman-Pick Disease, Osteomyelitis, Poliomyelitis, Reyes Syndrome, Rheumatic Fever, Rocky Mountain Spotted Fever, Sickle Cell Anemia, Tay-Sachs Disease, Tetanus, Toxic Epidermal Necrolysis, Toxic Shock Syndrome, Tuberculosis, Tularemia, Typhoid Fever, Whipple' s Disease, and any other illness deemed eligible by the board or designee.
3. Death of an immediate family member - seven (7) days maximum.
4. The person requesting days must notify the building level administrator prior to making application to the superintendent for the days. The application must be accompanied by a physician' s statement explaining the patient' s condition. If the employee is unable to make the request, the request may be made by a family member or other authorized individual and authorized by the superintendent. This will allow the request to be made by phone if it is impossible to come to the Administrative Building. The physician' s statement must be received by the Personnel Secretary before the request will be processed.

5. All days must be approved prior to use. The superintendent may approve a maximum total of twenty (20) consecutive days.

Date Adopted: 4/19/04
Last Revised: 7/18/2005
Date Revised: 3/14/11

BEREAVEMENT LEAVE

Death and/or funeral in the immediate family: A certified employee may have three (3) days of bereavement leave to be used for funeral attendance and legal business related to the funeral of a member of the immediate family, the immediate family being husband, wife, child, father, mother, brother, sister, grandparents, grand children, and in-laws.

The first days of immediate family bereavement will be separate from your sick or personal days. If additional days are needed, sick leave will be in effect or compassionate leave may be requested. Maximum leave is three (3) days for each occurrence and is non-accumulative.

Date Adopted: 4/19/04
Date Revised: 3/14/11

**3.9 A Form—CERTIFIED PERSONNEL COMPASSIONATE
SICK LEAVE-BEREAVEMENT LEAVE**

NAME _____

ADDRESS _____

SCHOOL _____

TEACHING
ASSIGNMENT _____

REASON FOR
REQUEST _____

Please attach a statement concerning your illness/accident from your treating physician.

This is to certify that I have used all of my sick leave days and authorize consultation with my physician to determine my eligibility by the superintendent or the superintendent=s representative.

Signature of Employee Requested	Date	Number of Days Requested

IF EMPLOYEE IS UNABLE TO MAKE THE REQUEST

Signature of Requestor _____ Date _____

Relationship to Employee _____

Signature of Superintendent _____ Date _____ Number of Days
Approved _____

Date Received _____

Date Physician's Statement Arrived _____

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.9B-MATERNITY/ADOPTION POLICY

Effective July 1, 2004, all instructional personnel who request will be granted a maternity/adoption leave of absence for up to one year. All instructional personnel granted a maternity/adoption leave of absence will be reinstated to a position for which she is certified upon returning at the end of the leave period.

For those persons who do not request a year's leave of absence, time missed for pregnancy/adoption will be treated as sick leave. The teacher is to notify the superintendent of schools of her maternity status immediately when it becomes known, along with a doctor's statement of her expected delivery date.

The teacher may remain in the classroom as long as her performance is satisfactory and her physician deems advisable, and shall return to the position under the same conditions. Teachers who desire to be off longer than prescribed by a physician will not receive sick leave compensation for those days. A doctor's statement will be required stating the date the teacher is to leave work and one stating the date the teacher is to return.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.10—CERTIFIED PERSONNEL PLANNING TIME

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

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

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

Date Adopted:

Last Revised: 3/14/11

3.10 A - CERTIFIED DUTY FREE LUNCH PERIOD

All teachers shall have thirty (30) minutes, uninterrupted, duty-free lunch periods.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.10B STAFF DUTY

Certified employees shall have no more than 60 minutes of duty per week. If a certified employee is required to have more than 60 minutes of duty per week they will be compensated at the employee's hourly rate of pay.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.11-CERTIFIED PERSONNEL PERSONAL LEAVE

Full-time employees will have two (2) days of personal leave per school year. A substitute will be provided and paid for by the district for both days. These days are accumulative up to five (5) days. If a teacher has accumulated five (5) personal days and has not used the two (2) days from the current year, the two (2) current year days can be converted to sick days. Sick days may be exchanged for personal days at a rate of 4:1. A form must be turned in to the office requesting the conversion at which 4 sick days will be deducted from the employee in exchange for an additional personal day.

Requests for personal days will not be granted during the week of semester tests or state testing unless extreme circumstances arise.

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

Leave of absence will not be granted unless specifically authorized by policy or recommended by the superintendent when a teacher must be absent from work for a period of time not covered by the sick leave policy. When such an absence, in the opinion of the superintendent, is detrimental to the students under that teacher's supervision, the superintendent may recommend a leave of absence for that teacher to extend to the end of the semester.

If a certified employee is docked for five or more days in salary due to absenteeism they will be subject to termination and/or non-renewal. In the case of deductions, the amount deducted will not be spread out over multiple checks but will be deducted from single or consecutive paychecks as circumstances dictate.

Date Adopted: 4/19/04

Last Revised: 3/14/11
Last Revised: 6/10/2013

3.11A—CERTIFIED PERSONNEL PROFESSIONAL LEAVE

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

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

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

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

Date Adopted:
Last Revised: 3/14/11

3.11B----EDUCATIONAL LEAVE

Any certified employee seeking a year’s leave of absence for educational purposes shall petition the Carlisle School Board by June 1 of the year preceding the requested leave. Approval of the request is at the sole discretion of the Carlisle School Board. Any employee granted such leave will be reinstated to a position for which he/she is certified upon returning at the end of the leave period.

Date Adopted:
Date Revised: 3/14/11

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.¹

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

Notes: This policy is similar to Policy 8.8. If you change this policy, review 8.8 at the same time to ensure applicable consistency between the two.

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

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: 3/14/11

3.13—CERTIFIED PERSONNEL PUBLIC OFFICE

An employee of the District who is elected to the Arkansas General Assembly shall not be discharged or demoted as a result of such service. An employee elected to any other elective or appointed public office will be allowed a limited number of absences from their professional duties without being 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. The Superintendent shall recommend to the Carlisle School Board the number of allowable days for the employee to perform their elected or appointed office responsibilities.

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:
Last Revised: 3/14/11

3.14-CERTIFIED PERSONNEL JURY DUTY

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

The employee must present the original (not a copy) 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.

Legal Reference: A.C.A. § 16-31-106

Date Adopted:
Last Revised: 3/14/11

3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted:
Last Revised: 3/14/11

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

Teachers may purchase supplies and supplementary materials from the district at the district's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the building principal¹ a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies approved by the building level principal 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.

Reimbursement requests will be processed in a timely manner.

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: 3/14/11

3.17-INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted:
Last Revised: 3/14/11

3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT/SOLICITATION

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.

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

Date Adopted:

Last Revised: 3/14/11

SOLICITATIONS BY STAFF MEMBERS (EMPLOYEES)

The Board of Education prohibits any employee of the school district from using his/her position to directly or indirectly reap personal profit or reward from the sale or purchase of goods or services to students in the school district or to parents of such students, except as provided by law.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.19—CERTIFIED PERSONNEL EMPLOYMENT

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

The Board recognizes the superintendent of schools as the chief executive officer of the Board, and places upon him/her the responsibility for recommending the appointment of personnel; however a recommendation by the superintendent is not a condition precedent for the Board's exercise of its authority to hire personnel. Each principal will be responsible for making employment recommendations to the superintendent of all instructional personnel directly under his/her supervision. Although the superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the recommendation of candidates shall be the responsibility of the superintendent. It shall be the duty of the superintendent or building level administrators to see that all persons recommended for the employment meet all qualifications established by law or by the Board of Education for the type of position for which the nomination is made. Should a person recommended by the superintendent be rejected by the Board of Education, it shall be the duty of the superintendent to make another recommendation. The Board of Education requires that each professional employee in the school district hold a degree from an accredited college or university. Credentials or proof of certification pending should be submitted with application. If the employee provides false or misleading information, or if he withholds information to the same effect, it may be grounds for dismissal

Each professional employee is required to have the following credentials on file:

- A. Current official transcript
- B. Current teaching certificate
- C. Withholding exemption certificate (state and federal)
- D. Social Security Number
- E. Background Check
- F. Health Card (TB) Initial Employment
- H. Driver's License
- I. Praxis, NTE, etc.

All information contained in an employee's records shall be considered confidential and shall not be transmitted to other persons or agencies unless required by law. The school will comply with ACA: 25-19-105-107

The district shall maintain a personnel file for each teacher and it shall be the responsibility of each teacher to insure that his/her central office and local school personnel files are complete and current in compliance with established Board procedures. The personnel file of each teacher shall be available in the Central Office for inspection and copying at the teacher's expense. The teacher may submit for inclusion in the file written information in response to any of the information contained in the file.

Date Revised: 3/14/11

All certified personnel shall be in their respective building 15 minutes before the first period tardy bell rings and remain 20 minutes after bus students are dismissed or after all buses have left, whichever is determined by administrator. Morning and afternoon duty teacher times will be determined by the building principal.

Revised 3/14/11

Revised 5/9/12

3.19A-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:

Last Revised: 3/14/11

3.19B-EMPLOYMENT OF CARLISLE HIGH SCHOOL GRADUATES

Any former graduate of Carlisle High School, applying for a teaching position in the Carlisle School System on the secondary level, must have graduated from this institution at least seven years prior to the date of application or have a minimum of three years teaching experience in another system. Any former graduate applying for a teaching position on the elementary level must have graduated from this institution at least five years prior to the date of application or have at least one year teaching experience in another district.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.19C – ASSIGNMENT OF TEACHERS/EMPLOYEES

The Board of Education shall have the authority to assign and reassign all teachers, professional and other employees of the Board to their respective positions upon employment.

Date Revised: 3/14/11

3.19D - SUBSTITUTE TEACHERS

The principal's office in each building will maintain a list of qualified substitute teachers who may be called upon to replace regular teachers who are absent. Substitute teachers will be paid \$60.00 per day for each full day taught. A substitute teacher who teaches for more than twenty (20) consecutive days in the same class will be paid \$70.00 per day. A certified or degreed substitute who teaches for more than ten (10) consecutive days in the same class

will be paid the daily rate of pay of a beginning teacher as determined on the salary schedule unless other salary provisions are approved by the Carlisle School Board. Principals or the building secretary will be responsible for acquiring substitute teachers during the absence of a regular teacher. Principals will be responsible for seeing that the work of the substitute teacher is as effective as possible. The regular teacher will be responsible for preparing detailed lesson plans for the substitute teacher to follow. The building principal will have the full authority to interpret the meaning of the eligibility rules for substitute teachers. The goal of the substitute teacher is to enable each student to pursue his education as smoothly and completely as possible in the absence of his regular teacher.

The substitute teacher's performance responsibilities are as follows:

1. Reports to the principal's office upon arrival.
2. Obtains plans and schedules to be followed during the teaching day.
3. Assumes responsibility for overseeing student behavior in class and at other assigned duties.
4. Writes a note about work completed at the end of the day, and leaves it for the regular classroom teacher.
5. Remains in assigned classroom until the official school closing.
6. Reports to the building principal at the conclusion of the teaching day and verifies whether or not his/her services will be required on the next teaching day.
7. Performs all the extra duties assigned to the regular teacher.

Date Adopted: 7/01/95

Date Revised: 4/19/04

Date Revised 7/01/2006

Date Revised: 3/14/11

HEALTH EXAMINATIONS

The Board may require employees to undergo health examinations when circumstances so warrant.

Date Adopted: 4/19/04

Date Revised: 3/14/11

3.20-CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances. Meals are reimbursed only when there is overnight travel.

The district reimburses \$0.42 a mile for district required travel and the school vehicle must be used when available or mileage will not be reimbursed.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT
Policy 8.14

Date Adopted:
Last Revised: 3/14/11

3.21—CERTIFIED PERSONNEL TOBACCO USE

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

Tobacco Policy- Rational for Regulating Possession and Use

The health hazards of tobacco use have been well established. This policy is established to: reflect and emphasize the hazards of tobacco use; be consistent with state and federal laws; protect the health and safety of all students, employees and the public; and set a non-tobacco use example for students by adults.

Tobacco is the number one killer and leading cause of preventable death in Arkansas. To support and model a healthy lifestyle for our students, the Board of Education of the Carlisle School District establishes the following tobacco-free policy.

Tobacco Policy- Definition

For the purposes of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form.

For the purposes of this policy, “tobacco use” is defined to include smoking, which means carrying or having in one’s possession a lighted cigarette, cigar, pipe or other object giving off or containing any substance giving off smoke, and chewing spit tobacco, also known as smokeless tobacco, dip, chew and snuff, in any form.

For the purposes of this policy, “use” is defined to include the terms chewing, lighting and smoking of any form of tobacco.

For the purposes of this policy, “property” is defined to include all school grounds, athletic grounds, parking lots, playgrounds and streets connecting buildings.

For the purposes of this policy, “buildings and facilities” is defined to include all buildings in the elementary complex, all buildings in the high school complex, all buildings in the athletic complex, all buildings in the T & I complex, all buildings in the bus shop complex and the administration building.

Tobacco Policy- Use and Possession Prohibitions

The Carlisle School District, inclusive of all its buildings, facilities and property, shall be tobacco free 24 hours a day, 365 days per year. This includes all days when school is not in session and all events and other activities not associated with, or sponsored by, the school.

Possession or use of tobacco products by students in district buildings and facilities, on district property, in district vehicles (owned, leased, rented or chartered) and at school-sponsored events (whether on or off district property) is prohibited at all times.

The use of tobacco products by all school employees in district buildings and facilities, on district property, in district vehicles (owned, leased, rented or chartered) and at school-sponsored events (whether on or off district property) is prohibited at all times.

The use of tobacco products by all visitors in district buildings and facilities, on district property and in district vehicles (owned, leased, rented or chartered) is prohibited. This includes non-school hours and all events sponsored by the school or others.

Advertising of tobacco products is prohibited in district buildings and facilities, on district property, in district vehicles (owned, leased, rented or chartered), at school functions (sponsored by the district and those not sponsored by the district) and in all district publications. This includes clothing, hats, backpacks, bags, books, magazines, flyers/handouts, lighters and other personal items.

Tobacco Policy- Prevention Education

Tobacco prevention education will be incorporated into the district's PK-12 comprehensive health curriculum so that students will be aware of the health and social consequences of use/nonuse of tobacco products. Teachers whose instructional assignments include tobacco use prevention education will be trained in order that students will be afforded the most effective delivery of the district's classroom-based tobacco prevention education.

Tobacco Policy- Communicating to Students, Staff and Public

This policy will be printed in the employee and the student handbooks. It will be posted in highly visible places in all schools of the district. Signs will be posted at all entrances of district buildings and facilities, district vehicles and district properties. Parents and guardians shall be sent notification in writing, and the local media will be asked to communicate this tobacco-free policy community-wide.

Tobacco Policy- Enforcement and Cessation

Faculty/Staff

Faculty and staff include: administrators, teachers, housekeeping, para-professionals, secretaries, clerks, teacher assistants, bus drivers, cafeteria workers, maintenance and grounds keepers, substitutes and any other person employed or contracted by the school district. These individuals may not use tobacco products in district buildings and facilities, on district property, in district vehicles (owned, leased, rented or chartered) or at school functions (sponsored by the district and those not sponsored by the district) at any time.

The aforementioned people who violate this policy will be brought to the attention of the administration who will enforce due process laws.

Visitors

Visitors to the district buildings and facilities, grounds and events must comply with regulations. The use of tobacco products by visitors is prohibited. This includes non-school hours and all functions of the school, athletic or otherwise. This also includes other organizations using school buildings and facilities, properties or vehicles (owned, leased, rented or chartered). Anyone found using tobacco products will be asked by the appropriate school official to refrain from tobacco use while in district buildings and facilities, on district property or in district vehicles (owned, leased, rented or chartered). The visitor will be informed of the district's tobacco-free policy. If the visitor does not comply, he/she will be asked to leave. If the visitor refuses to leave, the school resource officer or the Carlisle Police Department may be called.

*Legal Reference: A.C.A. § 6-21-609

Date Adopted: 10/27/2005

Last Revised: 3/14/11

3.22-DRESS OF CERTIFIED EMPLOYEES

Professional dress is required. Any attire not listed will be left to the discretion of the principal and will be addressed as needed.

1. Casual dress not to exceed 2 days/week as determined by the building principal. Special circumstances in which casual dress exceeds two days per week (i.e., fundraisers, spirit events) may be allowed with superintendent approval.
2. No attire that students are not allowed to wear in grades 3-12.
3. No shorts unless otherwise approved.
4. No excessive short skirts. No skorts (shorts with a flap across the front).
5. No low cut clothing.
6. No spaghetti straps or tank tops.
7. No sweats.
8. No scrubs, except for school nurse.
9. No visible tattoos inside the classroom during the course of the school day. No visible tattoos that are offensive, vulgar, or that distract from an employee's ability to effectively perform his/her duties outside the classroom, including extra-curricular activities.

Date Adopted:

Last Revised: 06-26-08

Last Revised: 3/14/11

Last Revised: 11/7/11

Last Revised: 6/10/2013

3.23—CERTIFIED 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 or out of the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted:

Last Revised: 3/14/11

3.24-CERTIFIED 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:

Last Revised: 3/14/11

3.25—CERTIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

Working day: 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 superintendent¹. 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 re-file 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:¹ It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA: § 6-17-208, 210

Date Adopted:
Last Revised: 3/14/11

3.25F – CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted:
Last Revised: 3/14/11

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Carlisle 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.
ACA: § 6-15-1005 (b) (1)

Date Adopted:
Last Revised: 3/14/11

3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. 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: 3/14/11

3.28-CERTIFIED PERSONNEL COMPUTER USE POLICY

The Carlisle 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 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: 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:
Last Revised: 3/14/11

3.28 FORM—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Carlisle 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:
Last Revised: 3/14/11

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

The superintendent shall present to the PPC a school calendar which the board has adopted as a proposal. The superintendent, 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.

Every opportunity should be made to include suggestions from the faculty, which will come through the PPC.

The Carlisle School District shall operate by the following 2015-2016 Academic Calendar:

***TOTAL STUDENT DAYS – 178 *TOTAL CONTRACTED DAYS - 190 * 2 P/T CONFERENCES * 10 PD DAYS**

3.30—PARENT-TEACHER COMMUNICATION

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

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

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

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

The Carlisle School District uses GradeQuick software to record and maintain student grades and Edline to enhance the communication between the school and parents regarding the assignments and grades of their children. Student grades are to be entered no later than **7** calendar days after the student work is received. Additional time for special projects may be granted by the building principal.

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:
Last Revised: 3/14/11

3.31—DRUG FREE WORKPLACE - CERTIFIED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug, or controlled substance or under the influence of alcohol, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination.

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

It shall not be necessary for an employee to test at a level demonstrating intoxication by any substance in order to be subject to the terms of this policy. Any physical manifestation of being under the influence of a substance may subject an employee to the terms of this policy.

Those physical manifestations include, but are not limited to: unsteadiness; slurred speech; dilated or constricted pupils; incoherent and/or irrational speech; or the presence of an odor associated with a prohibited substance on one's breath or clothing.

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

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

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

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

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

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

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

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive any federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following web site:
<http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp>.

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

Date Adopted:

Last Revised: 3/14/11

Legal Reference: A.C.A. § 6-17-201

3.31 FORM--DRUGFREE 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 _____

3.32—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

Eligibility

The Carlisle 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 employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

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

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

No second or third opinion on recertification may be required.

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's business office, on or before, it would be made by payroll deduction.

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

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

- a. The employees 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 employees 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:
Last Revised: 3/14/11

3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:
Last Revised: 3/14/11

3.34—CERTIFIED PERSONNEL CELL PHONE USE

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

Cross Reference Policy 8.25

Date Adopted:

Last Revised: 3/14/11

3.35—CERTIFIED PERSONNEL BENEFITS

The Carlisle School District provides its certified personnel benefits consisting of the following.¹

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked , with an accumulation up to ninety (90) days;
5. Two (2) Personal days per school year and these days are accumulative up to five (5) days. If the employee has accumulated five (5) personal leave days then the two (2) current year days can be converted to sick days.
6. Carlisle School District will pay employees for a maximum of ten (10) days per year for unused sick leave above the maximum ninety (90) days at the end of the school year at the rate of substitute pay (\$60.00) per day.
7. Upon proper verification in writing of previous employing Board of Education, a teacher employed by the Board may transfer up to ninety (90) days of unused sick leave from another school district in Arkansas.
8. Children of current employees will receive a 50% monthly discount at the Carlisle Preschool Program.

Legal Reference: A.C.A. § 6-17-201

Date Adopted:

Last Revised: 3/14/11, 5/12/14

3.35A---- HEALTH CARE COVERAGE AND THE AFFORDABLE CARE ACT

Health Insurance Enrollment

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan; and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee's measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is

eligible for health insurance. New full time employees have sixty (60) days following the start date of the employee's contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee's contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage. Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

District Contribution to Premiums

At a minimum, the District shall distribute the statutorily required contribution rate to all employees who are enrolled in one of the PSELHIP plans, which shall include any mandatory increases to the contribution rate due to increases to the salary schedule if applicable. In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:

- 1) Completes his/her contract with the District;

- 2) Provides the District with notice that the employee is transferring to another district by no later than June 15;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium removed from his/her end-of-year checks or pays the District business office the employee portion of the premium by the 15th of both July and August.

W-2

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee's Form W-2 the cost of the employee's health care coverage by using code "DD".

IRS Returns

The District will electronically file with the IRS by March 31 of each year the forms required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

Statement of Return

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The Statement will be mailed to the employee's address on record.

Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS.

Legal References: A.C.A. § 6-17-1117
 A.C.A. § 21-5-401 et seq.
 26 C.F.R. § 54.4980h-0 et seq.
 26 C.F.R. § 31.6001-1
 26 C.F.R. § 301.6056-1

Date Adopted:

Last Revised:

3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted:
Last Revised: 3/14/11

6-17-1501.

Title.

This subchapter shall be referred to and may be cited as "The Teacher Fair Dismissal Act of 1983".

History. Acts 1983, No. 936, § 1; A.S.A. 1947, § 80-1266.

6-17-1502

Definitions.

(a) As used in this subchapter, unless the context otherwise requires:
(1) "Teacher" means any person, exclusive of the superintendent or assistant superintendent, employed in an Arkansas public school district who is required to hold a teaching certificate from the Department of Education as a condition of employment.

(2) "Probationary teacher" means a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; however, an employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status.

(b) A teacher who has completed three (3) successive years of employment in the school district in which the teacher is employed on July 4, 1983, or a teacher who has been given credit for a prior service in another district as authorized by subdivision (a)(2) of this section, is deemed to have completed the required probationary period.

History. Acts 1983, No. 936, §§ 2, 4; A.S.A. 1947, §§ 80-1266.1, 80-1266.3.

6-17-1503

Construction.

(a) The General Assembly finds:

(1) That the current standard, which requires cause that is not arbitrary, capricious, or discriminatory, for the nonrenewal, termination, or suspension of a teacher should be raised to a standard of just and reasonable cause; and

(2) That the current standard for compliance with this subchapter and a district's personnel policies of strict compliance should be lowered to substantial compliance.

(b) This subchapter is not a teacher tenure law in that it does not confer lifetime appointment of teachers.

(c) A nonrenewal, termination, suspension, or other disciplinary action by a school district shall be void unless the school district substantially complies with all provisions of this subchapter and the school district's applicable personnel policies.

History. Acts 1983, No. 936, § 3; A.S.A. 1947, § 80-1266.2; Acts 1989, No. 625, § 1; 2001, No. 1739, § 1

6-17-1504

Evaluation.

Effect.

(a) Each teacher employed by the board of directors of a school district must be evaluated in writing annually.

(b) Evaluation criteria and procedures shall be established in the manner prescribed in Acts 1975, No. 400 [repealed].

(c) Whenever a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting the expectations of the district or its administration and the administrator believes or has reason to believe the problems could lead to termination or nonrenewal of contract, the administrator shall bring the problems and difficulties to the attention of the teacher involved in writing and shall document the efforts which have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal.

History. Acts 1983, No. 936, § 7; A.S.A. 1947, § 80-1266.6.

6-17-1505. Teacher

personnel

file.

(a) The district shall maintain a personnel file for each teacher which shall be available to the teacher for inspection and copying at the teacher's expense during normal office hours.

(b) The teacher may submit for inclusion in the file written information in response to any of the material contained therein.

History. Acts 1983, No. 936, § 8; A.S.A. 1947, § 80-1266.7.

6-17-1506. Contract renewal-Notice of nonrenewal - Rescission.

(a) Every contract of employment made between a teacher and the board of directors of a school district shall be renewed in writing on the same terms and for the same salary, unless increased or decreased by law, for the next school year succeeding the date of termination fixed therein, which renewal may be made by an endorsement on the existing contract instrument unless:

(1) By May 1 of the contract year, the teacher is notified by the school superintendent that the superintendent is recommending that the teacher's contract not be renewed;

(2) During the period of the contract or within ten (10) calendar days after the end of the school year, the teacher shall send by certified or registered mail to the president, vice president, or secretary of the board of directors of the school district, with a copy to the superintendent, or may deliver in person to the president, vice president, or secretary of the board of directors of the school district, with a copy to the superintendent, his or her resignation as a teacher; or

(3) The contract is superseded by another contract between the parties.

(b)(1) Termination, nonrenewal, or suspension shall be only upon the recommendation of the superintendent.

(2)(A) A notice of nonrenewal shall be delivered in person to the teacher or mailed by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

(B) The notice of recommended nonrenewal of a teacher shall include a statement of the reasons for the recommendation, setting forth the reasons in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

(c)(1) No teacher shall be required to sign and return a contract for the next school year any sooner than thirty (30) days after the contract is issued to the teacher.

(2) The teacher shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

History. Acts 1983, No. 936, § 4; A.S.A. 1947, § 80-1266.3; Acts 1997, No. 1247, § 1; 1999, No. 852, § 1.

6-17-1507. Notice of termination recommendation.

(a) A teacher may be terminated only during the term of any contract when there is a reduction in force created by district wide reduction in certified staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause.

(b) The superintendent shall notify the teacher of the termination recommendation.

(c)(1) The notice shall include a statement of the grounds for the recommendation of termination, setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

(2) The notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file.

History. Acts 1983, No. 936, § 5; A.S.A. 1947, § 80-1266.4; Acts 1999, No. 852, § 2; 2001, No. 1739, § 2.

6-17-1508. Suspension.

(a) Whenever a superintendent has reason to believe that cause exists for the termination of a teacher and that immediate suspension of the teacher is necessary, the superintendent may suspend the teacher without notice or a hearing.

(b) The superintendent shall notify the teacher in writing within two (2) school days of the suspension.

(c)(1) The written notice shall include a statement of the grounds for suspension or recommended termination, setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense.

(2) The written notice shall be delivered in person to the teacher or sent by registered or certified mail to the teacher at the teacher's residence address as reflected in the teacher's personnel file and shall state that a hearing before the board of directors is available to the teacher upon request provided that the request is made in writing within the time provided in § 6-17-1509.

(d) The hearing shall be scheduled by the president, vice president, or secretary of the board of directors of a school district and the teacher and shall be held within the time and manner provided in § 6-17-1509 after a request for the hearing is received by the board.

(e) If sufficient grounds for termination or suspension are found, the board may terminate the teacher or continue the suspension for a definite period of time.

(f) The salary of a suspended teacher shall cease as of the date the board sustains the suspension.

(g) If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

History. Acts 1983, No. 936, § 6; A.S.A. 1947, § 80-1266.5; Acts 1999, No. 852, § 3.

6-17-1509.Hearing.

(a) A teacher who receives a notice of recommended termination or nonrenewal may file a written request with the board of directors of the district for a hearing.

(b) Written request for a hearing shall be sent by certified or registered mail to the president, vice president, or secretary of the board of directors of the school district, with a copy to the superintendent, or may be delivered in person by the teacher to the president, vice president, or secretary of the board of directors of the school district, with a copy to the superintendent, within thirty (30) calendar days after the written notice of proposed termination or nonrenewal is received by the teacher.

(c) Upon receipt of a request for a hearing, the board shall grant a hearing in accordance with the following provisions:

(1) The hearing shall take place at a time agreed upon in writing by the parties, but if no time can be agreed upon, then the hearing shall be held no fewer than five (5) calendar days nor more than twenty (20) calendar days after the written request has been received by the board;

(2)(A) The hearing shall be private unless the teacher or the board shall request that the hearing be public.

(B) If the hearing is public, the parent or guardian of any student under the age of eighteen (18) years who offers testimony may elect to have the student's testimony offered in private;

(3) The teacher and the board may be represented by representatives of their choosing;

(4) It shall not be necessary that a full record of the proceedings at the hearing be made and preserved unless:

(A) The board shall elect to make and preserve a record of the hearing at its own expense, in which event a copy shall be furnished the teacher, upon request, without cost to the teacher; or

(B) A written request is filed with the board by the teacher at least twenty-four (24) hours prior to the time set for the hearing, in which event the board shall make and preserve at its own expense a record of the hearing and shall furnish a transcript to the teacher without cost; and

(5) The board shall not consider at the hearing any new reasons which were not specified in the notices provided pursuant to this subchapter.

(d) Nothing in this section shall preclude a school district which has chosen to officially recognize in its policies an organization representing the majority of the teachers of the district for the purpose of negotiating personnel policies, salaries, and educational matters of mutual concern under a written policy agreement from conducting a single nonrenewal hearing when all the district's teachers are recommended for nonrenewal provided that each teacher at such hearing shall be given an opportunity to make comments to be included in the hearing record.

History. Acts 1983, No. 936, § 9; A.S.A. 1947, § 80-1266.8; Acts 1999, No. 852, § 4; 1999, No. 1581, § 1; 2001, No. 551, § 1.

6-17-1510. Board action on termination or nonrenewal - Appeal.

(a) Upon conclusion of its hearing with respect to the termination or nonrenewal of a contract of a teacher who has been employed as a full-time teacher by the school district for less than three (3) continuous years, the board shall take action on the recommendations by the superintendent with respect to the termination or nonrenewal of such contract. The board's decision with regard to nonrenewal of a probationary teacher shall be final.

(b) Any certified teacher who has been employed continuously by the school district three (3) or more years or who may have achieved non probationary status pursuant to § [6-17-1502](#) may only be terminated or the board may refuse to renew the contract of the teacher when there is a reduction in force created by district wide reduction in certified staff, for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause. Upon completion of the hearing, the board, within ten (10) days after the holding of the hearing, shall:

(1) Uphold the recommendation of the superintendent to terminate or not renew the teacher's contract;

(2) Reject or modify the superintendent's recommendation to terminate or not renew the teacher's contract; or

(3) Vote to continue the contract of the teacher under such restrictions, limitations, or assurances as the board may deem to be in the best interest of the school district. The decision shall be reached by the board within ten (10) days from the date of the hearing, and a copy shall be furnished in writing to the teacher involved, either by personally delivering it to the teacher or by addressing it to the teacher's last known address by registered or certified mail.

(c) Subsequent to any hearing granted a teacher by this subchapter, the board, by majority vote, shall make specific written conclusions with regard to the truth of each reason given the teacher in support of the recommended termination or nonrenewal.

(d) The exclusive remedy for any non probationary teacher aggrieved by the decision made by the board shall be an appeal there from to the circuit court of the county in which the school district is located, within seventy-five (75) days of the date of written notice of the action of the board. Additional testimony and evidence may be introduced on appeal to show facts and circumstances showing that the termination or nonrenewal was lawful or unlawful.

History. Acts 1983, No. 936, § 10; A.S.A. 1947, § 80-1266.9; Acts 2001, No. 1739, § 3.

Date Revised: 3/14/11

3.37 - TRANSFER

GENERAL PRINCIPLES:

A change in teaching position may be requested by the teacher, by the principal of the teacher's school, or may be initiated by the superintendent of the schools and his/her staff.

It shall be the responsibility of the superintendent of schools to effect transfers in full cooperation with all parties affected. Reasons for transfers shall be reasonable and expressly understood by those concerned. No transfer shall be made arbitrarily or vindictively.

The principle criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the school district. The best educational program results from selection of school faculty which is well balanced in terms of teacher's experience, general background, and competence. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.

Transfers are not made during a semester or even during a school year except when deemed necessary by the building principal, superintendent and approved by the Carlisle School Board.

TRANSFER - REQUESTED BY TEACHER:

In considering a request for transfer, the convenience and wishes of the teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school district as determined by the building principal and superintendent.

TRANSFER - REQUESTED BY ADMINISTRATION:

When involuntary transfers are necessary, the building principal's recommendations shall be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to as comparable a position as possible. Notice of transfer will be given to the teacher within two weeks of knowledge of need of transfer.

An involuntary transfer shall be made only after a meeting between the teacher involved and the superintendent has taken place, at which time the teacher shall be notified of the reason of the transfer.

Date Adopted: 4/19/04

Date revised: 3/14/11

3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

District staff is 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 activity on school equipment or property; off school property at a school-sponsored or school-approved function, 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.

Definitions:

Bullying means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

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

Electronic act means without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless

communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

Electronic acts of bullying are prohibited whether or not the electronic act originated on school property or with school equipment, if the electronic act is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school, and has a high likelihood of succeeding in that purpose;

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

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

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

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

1. Sarcastic "compliments" about another student's 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.
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying,
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").

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.

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted:
Last Revised: 3/14/11

3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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.

Note: This policy is similar to policies 4.48 and 8.29. If you change this policy, review 4.48 and 8.29 at the same time to ensure applicable consistency between the policies.

Date Adopted:

Last Revised: 3/14/11

3.45—CERTIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Technology used appropriately gives faculty new opportunities to engage students. District staff is 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 networking websites 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.

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ 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 networks during school hours is permitted.

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.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking 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 networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff is discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking 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 administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, 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:²

Notes: While this policy is not required by any statute, ASBA strongly recommends adopting it after consulting with staff for localizing purposes.

This policy is similar to policy 8.37. If you change this policy, review 8.37 at the same time to ensure applicable consistency between the two.

¹ The policy's separate definitions for "social networking websites" and "professional/education social networks" are important. Districts are encouraged to establish "professional/education social networks" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social networking websites." ASBA strongly suggests using the

discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private “professional/education social networks”. We recommend NOT incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

²What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what is permitted as what is not permitted. Your discussions may elicit additional bullets to include in the policy.

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

Legal Reference: RULES GOVERNING THE CODE OF ETHICS FOR ARKANSAS
EDUCATORS

Date Adopted:
Last Revised: 3/14/11

3.47—DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to deposit such funds they have collected at least weekly¹ 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.

Date adopted:

Last Revised: 3/14/11