COTTER PUBLIC SCHOOLS

2018-2019

LICENSED PERSONNEL POLICIES

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8/16/18
Date

TABLE OF CONTENTS

SECTION 3—LICENSED PERSONNEL

3.0—LICENSED PERSONNEL POLICIES COMMITTEE

3.1—LICENSED PERSONNEL SALARY SCHEDULE

3.2—LICENSED PERSONNEL EVALUATIONS

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

3.5—LICENSED PERSONNEL CONTRACT — RETURN

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

3.7—LICENSED PERSONNEL DRUG TESTING

3.8—LICENSED PERSONNEL SICK LEAVE

3.8A—MATERNITY LEAVE

3.9—LICENSED PERSONNEL SICK LEAVE BANK

3.9A—LICENSED PERSONNEL SICK LEAVE BANK RULES AND REGULATIONS

3.10—LICENSED PERSONNEL PLANNING TIME

3.11—LICENSED PERSONNEL PERSONAL LEAVE

3.12—LICENSED PERSONNEL PROFESSIONAL LEAVE

3.13—LICENSED PERSONNEL PUBLIC OFFICE

3.14—LICENSED PERSONNEL JURY DUTY

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

3.19—LICENSED PERSONNEL EMPLOYMENT

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

3.21—LICENSED PERSONNEL TOBACCO USE

3.22—DRESS OF LICENSED EMPLOYEES

3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

3.24—LICENSED PERSONNEL DEBTS

3.25—LICENSED PERSONNEL GRIEVANCES

3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

3.29—LICENSED PERSONNEL SCHOOL CALENDAR

3.30—PARENT-TEACHER COMMUNICATION

3.31—DRUG FREE WORKPLACE - LICENSED PERSONNEL

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

3.34—LICENSED PERSONNEL CELL PHONE USE

3.35—LICENSED PERSONNEL BENEFITS

3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

3.37—ASSIGNMENT OF TEACHER AIDES

3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

3.39—STAFF – STUDENT RELATIONS

3.40—SABBATICALS

3.41—PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

3.42—BEREAVEMENT

3.43—PROFESSIONAL STAFF TIME SCHEDULES

3.44—RETIREMENT OF PROFESSIONAL STAFF MEMBERS

3.45—PROFESSIONAL STAFF HIRING

3.46—STATE LICENSURE AND LICENSE RENEWAL

3.47—CRIMINAL BACKGROUND CHECKS OF LICENSED STAFF

3.48—PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

3.49—PROFESSIONAL STAFF MEETINGS

3.50—SUPERVISION OF PROFESSIONAL STAFF

3.51—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

COTTER SCHOOL DISTRICT CALENDAR 2018-19

178 Student Days- 10 Professional Development Days- 2 Parent/Teacher Conference Days

Professional Development #1-7 (FLEX Days August 1-3)	August 1-3 & 6-9
Open House	August 9
Non-Contract Day	August 10
First Day of School	August 13
Labor Day Holiday	September 3
Parent/Teacher Conferences	September 20
No School/Professional Development#8/FLEX Day	September 21
1st Quarter Ends	October 12 (43 Days)
Thanksgiving Holiday	November 21-23
2nd Quarter Ends	December 19 (45/88 Days)
Christmas Holiday	December 20-January 3
No School/Professional Development #9	January 4
Parent/Teacher Conferences	February 7
No School/Professional Development #10 FLEX Day	February 8
3rd Quarter Ends	March 8 (45/132 Days)
Spring Break	March 18-22
No School Good Friday	April 19
Graduation	May 11
4th Quarter Ends	May 21 (44/178 Days)
Snow Day #1	May 22
Snow Day #2	May 23
Snow Day #3	May 24
Snow Day #4	May 28
Snow Day #5	May 29

Inclement weather days will be made up in this order: May 22, May 23, May 24, May 28, May 29.

Alternative Method of Instruction (AMI) day (s) may be utilized instead of adding snow days to the end of the school year based on ADE approval.

Teacher professional development days may be exchanged (flexed) for other days when agreed upon by the principal and approved by the superintendent. Five flex days are available-August 1-3, September 21, February 8.

The superintendent and school board shall have the authority to amend the calendar in the event of excessive days missed.

3.0—PERSONNEL POLICIES COMMITTEE

The Cotter School District shall have a set of written personnel policies, including the teacher salary schedule.

The Cotter School District shall have a Committee on Personnel Policies which shall consist of no fewer than six (6) classroom teachers, three from the secondary and three from the elementary faculty, and no more than three (3) administrators, one of which may be the superintendent; provided that the classroom teacher members of this district's Committee on Personnel Policies shall be elected by a majority of the personnel in the district in an election conducted by the teachers.

Each year, on a rotating basis, three (3) new faculty members will be elected: one (1) from the elementary and two (2) from the high school, and the following year two (2) from the elementary and one (1) from the high school. This rotation will allow for new members each year and will create two (2) year terms, which will provide stability and knowledge with experienced members on the PPC each year.

The District's Committee on Personnel Policies shall organize itself in the first quarter of each school year, elect a chairperson and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed. Minutes of the committee meetings shall be promptly reported and distributed to members of the Board and posted in the buildings of the administrative offices. Either the committee or the Board of Directors may propose new personnel policies or amendments to existing policies, provided that such proposals by the Board have been submitted to the committee at least five (5) working days prior to presentation to the Board. After presentation to the Board, final action may be taken at the next regular Board meeting. The committee will present its proposed policies or amendments to existing policies to the Board of Directors. The Board of Directors 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.

Each teacher or administrator being employed by the Cotter School District for the first time shall be given a copy of the district's personnel policies in effect at the time of his/her employment. The Superintendent of Schools shall furnish each teacher or administrator with a copy of any amendments to the personnel policies within thirty (30) days after approval of such amendments by the Board of Directors of Cotter School District.

Date Adopted: October 17, 2002 (effective July 1, 2003)

Date Revised:

.1—CERTIFIED PERSONNEL SALARY SCHEDULE

Cotter School District
018-2019 Certified Salary Schedule

Exp.	BSE	BSE+6	BSE+12	BSE+18	BSE+24	Masters	MSE+15
0	31,800	32,108	32,416	32,724	33,032	36,450	36,759
1	32,266	32,574	32,882	33,190	33,498	36,966	37,275
2	32,732	33,040	33,348	33,656	33,964	37,482	37,791
3	33,198	33,506	33,814	34,122	34,430	37,998	38,307
4	33,664	33,972	34,280	34,588	34,896	38,514	38,823
5	34,130	34,438	34,746	35,054	35,362	39,030	39,339
6	34,596	34,904	35,212	35,520	35,828	39,546	39,855
7	35,062	35,370	35,678	35,986	36,294	40,062	40,371
8	35,528	35,836	36,144	36,452	36,760	40,578	40,887
9	35,994	36,302	36,610	36,918	37,226	41,094	41,403
10	36,460	36,768	37,076	37,384	37,692	41,610	41,919
11	36,926	37,234	37,542	37,850	38,158	42,126	42,435
12	37,392	37,700	38,008	38,316	38,624	42,642	42,951
13	37,858	38,166	38,474	38,782	39,090	43,158	43,467
14	38,324	38,632	38,940	39,248	39,556	43,674	43,983
15	38,790	39,098	39,406	39,714	40,022	44,190	44,499
16	39,256	39,564	39,872	40,180	40,488	44,706	45,015
17	39,722	40,030	40,338	40,646	40,954	45,222	45,531
18	40,188	40,496	40,804	41,112	41,420	45,738	46,047
19	40,654	40,962	41,270	41,578	41,886	46,254	46,563
20	41,120	41,428	41,736	42,044	42,352	46,770	47,079
21	41,586	41,894	42,202	42,510	42,818	47,286	47,595
22	42,052	42,360	42,668	42,976	43,284	47,802	48,111
23	42,518	42,826	43,134	43,442	43,750	48,318	48,627
1				43,908	44,216	48,834	49,143

he following factors (or indexes) are now being used by the Cotter Public Schools:

thletic Director		$3,000
ead Basketball Coach	(Boys & Girls)	$5,000
h Grade Basketball Coach		$1,500
ee Wee Basketball Coach		$1,850
.S. Cheerleader Sponsor		$2,200
igh School Annual Advisor		$2,000
and Director		$3,000
hoir Director		$1,500
olf Coach		$1,000
olleyball Coach		$2,200
oftball Coach		$2,200
aseball Coach		$2,200
rack Coach		$2,200
arent Involvement Coordinator		$500
ational Board Certification		$1,500/year
ayable the year of completion)		
ertified extended day instructors		$22.00/per hour
igh School Principal	(240 days)	1.625
lementary Principal	(240 days)	1.6
nstructional Facilitator	(240 days)	1.1
ederal Programs Coordinator		1.0425
0 ordinator		1.025
u tendent	(240 days)	1.8

195 day contract	1.0263
200 day contract	1.0526
205 day contract	1.0789
210 day contract	1.1053
215 day contract	1.1316
220 day contract	1.1579
225 day contract	1.1842
240 day contract	1.2632

Date Adopted: April 19, 2018

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

This salary schedule is based on a 7:45 a.m. until 3:20 p.m. day with a minimum 30 min. uninterrupted duty-free lunch.

Signature of Board President

3.2—LICENSED PERSONNEL EVALUATIONS

Evaluations of licensed personnel shall be undertaken at least annually.

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

Legal Reference: A.C.A. § 6-17-1504

Date Adopted: March 17, 2005
Last Revised:

3.3—EVALUATION OF LICENSED PERSONNEL BY RELATIVES

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

Date Adopted: March 17, 2005
Last Revised:

3.4—LICENSED PERSONNEL REDUCTION IN FORCE

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

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 120 days in a school year shall not constitute a year.

In the event that two employees subject to a RIF have the same length of service, the employee with the highest number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewest points will be laid off first. In the event two or more employees have the same number of points, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher.

Points

- Years of service in the district—1 point per year

All certified position years in the district count including non-continuous years.
Service in any position not requiring teacher licensure does not count toward years of service. Working fewer than 120 days in a school year shall not constitute a year.

- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)

1 point—BS+15 Graduate Hours
2 points—BS + 24 Graduate Hours
3 points—Master's Degree
4 points—Master's degree plus 15 Graduate Hours
5 points—Educational specialist degree
6 points—Doctoral degree

- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area

- Certification for teaching in a state board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable

All points awarded must be verified by documents on file with the District by October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means a permanent, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

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 **and has been employed by the district as a licensed teacher for two (2) or more consecutive years**, 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.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 15, 2006
Last Revised: April 29, 2014

3.5 - CONTRACT — RETURN

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

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

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.

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

Date Adopted: June 25, 2003
Last Revised:

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

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

The District shall develop and implement a plan for the professional development of its certified employees. The district's plan shall, in part, align district resources to address the professional development activities identified in each school's ACSIP. The plan shall describe how the district's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the district shall evaluate the professional development activities' effectiveness in improving student performance and closing achievement gaps.

Each certified employee shall receive a minimum of thirty-six (36) hours of professional development annually to be fulfilled between July 1 and June 30 or June 1 and May 31.[1] Professional development hours earned in excess of thirty-six (36) in the designated year cannot be carried over to the next year. Certified employees who are prevented from obtaining the required professional development 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. This extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development.

The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

Flexible professional development hours (flex hours) are those hours which an employee is allowed to substitute professional development activities, different than those offered by the district, but which still meet criteria of either the employee's Individual Improvement Plan or the school's ACSIP, or both. The district shall determine on an annual basis how many, if any, flex hours of professional development it will allow to be substituted for district scheduled professional development offerings. The determination may be made at an individual building, a grade, or by subject basis. The district administration and the building principal have the authority to require attendance at specific professional development activities. Employees must receive advance approval from the building principal for activities they wish to have qualified for flex professional development hours. To the fullest extent possible, professional development activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited

toward fulfilling the thirty-six (36) hour requirement shall equal one contract day. Hours of professional development earned by an employee that is not at the request of the district and is in excess of thirty six (36) or not pre-approved by the building principal shall not be credited toward fulfilling the required number of contract days for that employee.[2] Hours earned that count toward the required thirty-six (36) also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for professional development hours earned at the request of the district that necessitate the employee work more than the number of days required by their contract.

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

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

Teachers and administrators are required to obtain thirty-six (36) hours of approved professional development annually over a five-year period as part of licensure renewal requirements.

Teachers are required to receive at least two hours as required by law of their thirty-six (36) required hours of professional development designed to enhance their understanding of effective parental involvement strategies.*

Teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the thirty-six (36) hours as required by law.*

Teachers are required to receive at least two hours as required by law of their thirty-six (36) required hours of professional development on Child Maltreatment Mandated Reporter.*

Teachers are required to receive at least two hours as required by law of their thirty-six (36) required hours of professional development on Teen Suicide Awareness and Prevention.*

<u>Personnel who are likely to use automated external defibrillators shall receive the training required by Rule. Such training shall count toward the required annual hours of professional development.</u>

Administrators are required to receive at least three hours annually of their thirty-six (36) required hours of professional development designed to enhance their understanding of effective parental involvement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parental participation. Each administrator's professional development is required to also include training in data disaggregation, instructional leadership and fiscal management.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the thirty-six (36) hours of professional development required annually.

Certified personnel may earn up to twelve (12) hours of professional development for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction provided the time is spent in accordance with the state law and current ADE rules that deal with professional development. The hours may be earned through online professional development approved by the ADE provided the professional development relates to the district's ASCIP and the teacher's professional growth plan.

Teachers are eligible to receive fifteen (15) professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. The board shall determine if the hours earned apply toward the required thirty-six (36). A maximum of thirty (30) hours may be applied toward the thirty-six (36) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive thirty-six (36) hours of professional development in any given year, unless due to illness as permitted by law, shall be grounds for disciplinary action up to and including termination.

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

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

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

[2] The number of contract days may vary between employees, but the concern here is with the number of contract days specified in each individual employee's contract.

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
A. C.A. § 6-10-122, 123
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. § 6-17-1202
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-20-2303(14)
Act 44 of 2015
*Act 969 of 2013

Date Adopted: March 17, 2005
Last Revised: September 27, 2016

3.7—LICENSED PERSONNEL DRUG TESTING

Scope of Policy

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

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

Refusal to Submit

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

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

Consequences for Violations

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

inability to perform these functions and could include termination or non-renewal of their contract of employment.

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further 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: March 17, 2005
Last Revised:

3.8—LICENSED PERSONNEL SICK LEAVE

Definitions

1. "Employee" is a full-time employee of the District.

2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.

3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.

   1 day of sick leave for each 20 contract days
   ½ day of sick leave for each 10 contracted days
   ¼ day of sick leave for each 5 contracted days

   Contracted days in amounts that are not multiples of 5 shall be rounded to the next ¼ day of sick leave.

4. "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.

5. "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.

Sick leave can be deducted in 1,1/2, 1/4, 1/8 days. 1/4 and 1/8 will only be deducted upon prior principal approval. This will follow the High School Bell schedule. If a substitute is required the teacher will be docked with a 1/2 or whole day.

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.

Bereavement Leave

In the event of death in the immediate family an employee may use up to, but not exceeding three days without loss of pay, or loss of sick days at the time of and for the purpose of attending the funeral. If more days are needed, each individual must request that additional days be sick leave, personal leave, leave without pay, or a combination of these. Discretion to determine "immediate family" will be made by administrators on a case-by-case basis.

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

Date Adopted: May 20, 2004
Last Revised: October 20, 2016

3.8A—MATERNITY LEAVE

Personal illness shall include any medical disability connected with or resulting from pregnancy. A certified employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided such employment does not impair her health as determined by a qualified medical doctor of her choice. All or any portion of a leave taken by a certified person because of medical disability connected with or resulting from her pregnancy shall, at the certified person's option, be charged to available sick leave. The certified person shall notify her principal as soon as possible of the time she needs to be released of duty and also the time she expects to return to duty.

Date Adopted: Prior to July 1, 2002
Last Revised:

3.9—LICENSED PERSONNEL SICK LEAVE BANK

1. DEFINITION

The Sick Leave Bank is an accumulation of days garnered from employees who have voluntarily contributed from their sick leave benefit to a common pool.

2. PARTICIPATION

Participation is limited to certified personnel who have contributed to the bank according to participation guidelines.

3. GUIDELINES

a. Members shall contribute a minimum of one day annually to the bank on or before October 1 of the current school year. Members may contribute five (5) days within one year or within consecutive years. If a new member contributes one day per year, he/she will be considered an active member of the sick leave bank the first year of contribution and will have the same withdrawal privileges as mulit-year members. New members must commit to contributing a minimum of five (5) days within the first five years of membership at the rate of one day per year. If the new member fails to contribute a day in any year prior to reaching the required five days of contribution he/she will not be an eligible, active member and any days contributed to the sick leave bank will be forfeited. Once a member has contributed five days (either consecutive annual or lump sum contribution) additional days only need to be contributed under the following circumstances:
   i. The bank contains a balance of 100 or fewer days at the beginning of a school year.
   ii. A member has made a withdrawal from the bank.

b. Members who have made a withdrawal from the sick leave bank and wish to remain in the sick leave bank must contribute days under the guidelines in 3a in order to keep the benefit of drawing more days.

c. For the 2000/01 school year, any staff member who has given 5 days or more toward the sick leave bank within the last 5 years will be granted sick bank membership without additional contribution.

d. The sick day contribution should be considered as a gift and is non-refundable.

4. ADMINISTRATION

a. In August or September, certified personnel will be provided with a list of members who have contributed at least 5 days. Personnel not listed as a five-day contributor may request their contribution information from the committee chair. Additional days for contribution shall be indicated on the Sick Leave Bank form distributed to certified personnel with the list of

contributors. Completed contribution forms will be turned in to the Central Office by October 1 of the current school year, to be given to the Sick Leave Bank committee Chair. The chair has been selected from among the classroom teacher members of the committee.

b. The Sick Leave Bank committee will consist of six classroom teachers and one administrator. The applicant's immediate supervisor will be the administrator. The six teacher representatives of the Sick Leave Bank committee must be members of the Sick Leave Bank.
c. Members of the sick leave bank should elect three teachers each year by secret ballot. One member from each instructional level (K-4, 5-8, 9-12) will be elected by bank members after January 1 for a two-year term beginning with the 2000-2001 school year. Teachers elected in the spring of 1999-2000 school year will continue serving until their two year term ends after January, 2002.
d. In the event of a vacancy on the Sick Leave Bank committee a special election will be held to elect a committee member from the same instructional level to complete the term of the committee member who has left.

Date Adopted: September 13, 2001

Last Revised: May 20, 2010

3.9A—LICENSED PERSONNEL SICK LEAVE BANK RULES AND REGULATIONS

1. INTRODUCTION

a. The Sick Leave Bank program permits salary and benefits continuation for certified staff who have exhausted all paid leave due to their own serious illness or injury, or due to the need to care for a seriously ill member of the employee's family or household. Family member includes spouse, children, parents, or siblings.
b. Sick Leave Bank days will only be granted in case of catastrophic illness or injury.

2. DEFINITION OF CATASTROPHIC ILLNESS

A serious debilitating illness or injury that, according to the attending physician, incapacitates the employee, or a member of the employee's family or household.

3. ELIGIBILITY

a. Recipients must meet each of the following conditions to be eligible to withdraw from the Sick Leave Bank.
    i. The applicant's administrator must acknowledge receipt of a Sick Leave Bank form in relation to a catastrophic illness or injury prior to submission to the Sick Leave Bank chair.
    ii. Recipient has exhausted all paid leave accruals.
    iii. Normal pregnancies and scheduled optional surgeries do not qualify for use of the Sick Leave Bank.
b. A sick leave bank member will be eligible to use sick leave bank days following an absence of ten (10) consecutive school calendar days due to a catastrophic illness.

4. GUIDELINES

a. Requests for Sick Leave Bank withdrawals are submitted in confidence to a member of the Sick Leave Bank committee using the Sick Leave Bank Request Form found in the personnel Policy handbook or by requesting a form from a committee member.
b. The attending physicians orders must accompany a request to withdraw from the Sick Leave Bank.
c. Participation in the program, for contributors and recipients of the Sick Leave Bank is entirely voluntary.

5. LIMITATIONS

a. Members are limited to 125-day career total

b. If an absence exceeds 20 school calendar days due to a catastrophic illness, a leave of absence must be requested by the applicant.

6. ADMINISTRATION

a. The Sick Leave Bank committee will be responsible for the administration of the Sick Leave Bank.
b. Upon receipt of a request for Sick Leave Bank days, the committee shall meet within five (5) school days, unless it is impossible due to a scheduled or unscheduled cancellation of school.
c. Sick Leave Bank days are granted beginning with day one of the catastrophic illness if the application is approved by the Sick Leave Bank committee.
d. A written response will be returned to the applicant regarding the decision made by the committee.
e. The Sick Leave Bank committee will determine on a case-by-case basis whether a request to withdraw days qualifies for catastrophic leave usage. An employee may appeal a denial in writing to the Sick Leave Bank committee within five (5) days. In an appeal situation the superintendent shall serve on the committee in addition to the six (6) elected teachers and one administrator. The superintendent is a non-voting member. The decision of the committee is final.

Date Adopted:

Last Revised: March 15, 2007

3.10—LICENSED PERSONNEL PLANNING TIME

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

The planning time shall be in increments of not less than forty (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: March 17, 2005
Last Revised: June 16, 2005

3.11—LICENSED PERSONNEL PERSONAL LEAVE

Personal leave is time away from school because of personal business, that can be completed only during a work day.

It shall be the policy of the Cotter School Board that all Certified Personnel be given two (2) days of Personal Business leave each year. In addition, up to two (2) days of accumulated sick leave per school year may be used as Personal Business leave. Time used beyond the four (4) allotted days will be deducted from regular salary. This leave may be taken in ¼ , ½ days or larger increments.

The building principal must approve a request for personal leave.

Any unused personal leave at the end of the fiscal year shall be added to the employee's sick leave and both shall accumulate up to the minimum required by law. An employee will be paid for the unused sick leave and personal leave in excess of the minimum required by law at the end of the fiscal year at the substitute teacher pay rate.

Date Adopted: March 17, 2005
Last Revised: September 27, 2016

3.12— LICENSED PERSONNEL PROFESSIONAL LEAVE

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

Applications for professional leave should be made as soon as possible following the employee's discerning a need for such leave, but, in any case, no less then 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: March 17, 2005
Last Revised:

3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: March 17, 2005
Last Revised:

3.14—LICENSED PERSONNEL JURY DUTY

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted: March 17, 2005
Last Revised:

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: March 17, 2005
Last Revised:

3.16—LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. 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 principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

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

Date Adopted: March 17, 2005
Last Revised: June 16, 2005

3.17—INSULT OR ABUSE OF LICENSED PERSONNEL

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

1. Cause a breach of the peace;

2. Materially and substantially interfere with the operation of the school; and/or

3. Arouse the person to whom the language is addressed to anger, to the extent likely to cause imminent retaliation.

Legal Reference: A.C.A. § 6-17-106

Date Adopted: March 17, 2005
Last Revised:

3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Date Adopted: March 17, 2005
Last Revised:

3.19—LICENSED PERSONNEL EMPLOYMENT

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

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

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

Date Adopted: March 17, 2005
Last Revised:

3.20—LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Employees will be reimbursed for the use of their personal vehicle at the same mileage rate as employees of the State of Arkansas (per information obtained from the Arkansas Department of Administration) as of July 1 of each fiscal year with that rate holding for the entire fiscal year

The maximum daily reimbursement for meals per employee is $30.00.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: March 17, 2005
Last Revised: September 27, 2016

3.21—LICENSED PERSONNEL TOBACCO USE

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: March 17, 2005
Last Revised:

3.22—DRESS OF LICENSED EMPLOYEES

Employees shall ensure that their dress and appearance are professional and appropriate to their positions as determined by the superintendent or his designee.

Date Adopted: March 17, 2005
Last Revised:

3.23—LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;

2. Distributing political materials;

3. Distributing or otherwise seeking signatures on petitions of any kind;

4. Posting political materials; and

5. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the Frameworks and/or the curricular goals and objectives of the class.

Date Adopted: March 17, 2005
Last Revised: May 18, 2006

3.24—LICENSED PERSONNEL DEBTS

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

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

Date Adopted: March 17, 2005
Last Revised:

3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. [2] If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the superintendent's response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may

elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

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

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

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

[2] It is suggested that you date stamp the request for a board hearing upon receipt.

Legal Reference: ACA § 6-17-208, 210

Date Adopted: June 25, 2003
Last Revised: May 18, 2006

3.25F—LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

_____

Grievance (be specific): _____

_____

What would resolve your grievance?

_____

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: June 25, 2003
Last Revised:

3.26—LICENSED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

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

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

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

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

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

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

Date Adopted: May 15, 2003
Last Revised:

3.27—LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: March 17, 2005
Last Revised:

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

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

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

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

Date Adopted: May 15, 2003
Last Revised: May 20, 2010

3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print)_____

School COTTER SCHOOL DISTRICT Date_____

The Cotter 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: May 15, 2003
Last Revised:

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.
The Cotter School District shall operate by the following calendar:

COTTER SCHOOL DISTRICT CALENDAR 2018-19

178 Student Days- 10 Professional Development Days- 2 Parent/Teacher Conference Days

Professional Development #1-7 (FLEX Days August 1-3)	August 1-3 & 6-9
Open House	August 9
Non-Contract Day	August 10
First Day of School	August 13
Labor Day Holiday	September 3
Parent/Teacher Conferences	September 20
No School/Professional Development#8/FLEX Day	September 21
1st Quarter Ends	October 12 (43 Days)
Thanksgiving Holiday	November 21-23
2nd Quarter Ends	December 19 (45/88 Days)
Christmas Holiday	December 20-January 3
No School/Professional Development #9	January 4
Parent/Teacher Conferences	February 7
No School/Professional Development #10 FLEX Day	February 8
3rd Quarter Ends	March 8 (45/132 Days)
Spring Break	March 18-22
No School Good Friday	April 19
Graduation	May 11
4th Quarter Ends	May 21 (44/178 Days)
Snow Day #1	May 22
Snow Day #2	May 23
Snow Day #3	May 24
Snow Day #4	May 28
Snow Day #5	May 29

Inclement weather days will be made up in this order: May 22, May 23, May 24, May 28, May 29.

Alternative Method of Instruction (AMI) day (s) may be utilized instead of adding snow days to the end of the school year based on ADE approval.

Teacher professional development days may be exchanged (flexed) for other days when agreed upon by the principal and approved by the superintendent. Five flex days are available-August 1-3, September 21, February 8.

The superintendent and school board shall have the authority to amend the calendar in the event of excessive days missed.

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.

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: November 17, 2005
Last Revised:

3.31— DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

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

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, while 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, while engaged in any school or school-related activity, 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.

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

Date Adopted: June 15, 2006
Last Revised:

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Eligibility

The Cotter 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' 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: March 17, 2005
Last Revised:

3.33—ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 17, 2005
Last Revised:

3.34—LICENSED PERSONNEL CELL PHONE USE

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

Date Adopted: March 17, 2005
Last Revised: May 18, 2006

3.35—LICENSED PERSONNEL BENEFITS

Payday will be on the 30th of the month or the nearest working day prior to that date. Sometimes, it may be required to be postponed by the availability or schedule of state aid and local tax settlements.

Leaves and/or absences taken by a teacher beyond that allotted or accumulated through the sick leave policy or personal leave policy will cause salary to be deducted from such teacher's salary a sum equal to a full day's salary times the number of days or fractional days there-of.

Certified personnel that do not complete the contract year shall have their salary prorated according to the number of days worked.

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

1. Health insurance assistance;
2. Contribution to the teacher retirement system;
3. One sick leave day per 20 days of contracted time worked; and
4. Two Personal days per contract year.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 17, 2005
Last Revised:

3.36—LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

For procedures relating to the termination and non-renewal of teachers, please refer to the Arkansas Teacher Fair Dismissal Act A.C.A. §§ 6-17-1501 through 1510. 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: March 17, 2005
Last Revised: June 16, 2005

3.37—ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: March 17, 2005
Last Revised:

3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

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

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

Legal Reference: A.C.A. § 6-18-514

Date Adopted: March 17, 2005
Last Revised: May 18, 2006

3.39—STAFF – STUDENT RELATIONS

The welfare of the pupil should be the first concern of everyone. Act 382 of 1983 exempts teachers and other school personnel from civil liability for communication to specified entities information concerning drug abuse by any child.

The rights of students must be respected.

Swearing or cursing on the part of all employees before school children is prohibited.

All dealings with students must be done impartially.

Friendliness, patience, sympathy, courtesy, firmness and sincerity should be employed in dealing with student problems and attitudes.

Religious and political indoctrination of students should be avoided.

Provide time for student and parent consultation during teacher's preparation/conference period or immediately after school.

Pupils should not be given a failing mark in scholarship entirely because of behavior difficulties.

Be mindful and well-versed in the Student Handbook.

Legal Reference: A.C.A. § 6-17-107

Date Adopted: March 17, 2005

Date Revised:

3.40—SABBATICALS

Leaves for educational purposes will be considered on a personal basis between the School Board, the teacher, and the administration.

Date Adopted: March 17, 2005

Date Revised:

3.41—PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

All teachers working on a twelve-month contract are entitled to two (2) weeks a year vacation with pay.

All vacations must be approved by the Superintendent and all other absences from available duty during the summer months, including special educational leave, are to be approved by the Superintendent.

Date Adopted: March 17, 2005

Date Revised:

3.42—BEREAVEMENT

Bereavement leave is included in the sick leave. It covers the same relatives as sick leave. Exception may include close friends with approval of the building principal.

Date Adopted: March 17, 2005

Date Revised:

3.43—PROFESSIONAL STAFF TIME SCHEDULES

The school day for classroom teachers will be set by the administration in keeping with duty schedules and the needs of the school program.

Date Adopted: March 17, 2005

Date Revised:

3.44—RETIREMENT OF PROFESSIONAL STAFF MEMBERS

The Cotter School Board shall provide to Licensed Personnel that portion of unused sick leave based on substitute pay not taken before the end of their contract upon furnishing proof of intent to retire in the Arkansas Teacher Retirement System by June 1st of the year which the employee wishes to retire.

Compensation shall be based upon the following formula:

Five years of service:	50%
Six years of service:	60%
Seven years of service:	70%
Eight years of service:	80%
Nine years of service:	90%
Ten years or more of service:	100%

The administration shall implement such procedures as required to maintain documentation for each employee.

Date Adopted: Prior to 2002

Date Revised: March 17, 2005

3.45—PROFESSIONAL STAFF HIRING

All school employees must satisfy the requirements of State Laws and the regulations of the State Board of Education.

Applicants, prior to possible employment, shall present to the Superintendent the following: a completed application for employment form and all current college transcripts.

EMPLOYMENT:

1. Only the Board of Education had the legal authority to employ.
2. Employment of all school personnel shall be made upon the nomination and recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the local Board of Education, it shall be the duty of the Superintendent to make another recommendation.
3. Duty: It shall be the duty of the Superintendent to see that all persons nominated shall meet all qualifications established by the State law and by the State Board of Education for the type position for which the nomination is made.

EMPLOYMENT SCHEDULE:

1. The Superintendent's contract will be considered at the January meeting of the Board.
2. The Principal's contracts will be considered at the February meeting of the Board.
3. Certified teachers' contracts will be considered at the March meeting of the Board.

Date Adopted: March 17, 2005

Date Revised:

3.46—STATE LICENSURE AND LICENSE RENEWAL

All administrative, teaching and other personnel shall meet appropriate State licensure and license renewal requirements.

Date Adopted: March 17, 2005

Date Revised:

3.47—CRIMINAL BACKGROUND CHECKS OF LICENSED STAFF

Cotter School District will require criminal background checks for licensed positions. The Cotter School District will pay for the criminal background check.

Date Adopted: March 17, 2005

Date Revised:

3.48—PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Each teacher will teach courses determined necessary and assigned by the Superintendent for which that person is qualified.

Date Adopted: March 17, 2005

Date Revised:

3.49—PROFESSIONAL STAFF MEETINGS

The Cotter School Board recognizes the importance of faculty meetings.

All teachers are required to attend unless prior approval has been granted by the principal due to extenuating circumstances.

Date Adopted: March 17, 2005

Date Revised:

3.50—SUPERVISION OF PROFESSIONAL STAFF

All employees are under the immediate supervision of the Principal. There are times when the Superintendent requires direct communication with employees and will exercise the right to do so.

Date Adopted: March 17, 2005

Date Revised:

3.51—DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

Any employees possessing a teaching license, regardless of whether holding such a license is a condition of employment in the employee's current job assignment, must at all times maintain such a license in good standing with the State Board of Education. Any employee who is reprimanded, has his or her license put under any period of probation, or has his or her license revoked by the State Board of Education pursuant to Arkansas State Board of Education Rules Governing the Code of Ethics for Arkansas Educators will face disciplinary action, up to and including termination or nonrenewal of his or her contract of employment.

Legal References: Rules Governing the Code of Ethics for Arkansas Educators;
A.C.A. § 6-11-105
A.C.A. § 6-17-401
A.C.A. § 6-17-410
A.C.A. § 6-17-422

Date Adopted: May 20, 2010
Last Revised: