

CERTIFIED

PERSONNEL

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3.1 –CERTIFIED PERSONNEL SALARY SCHEDULE

Any school district in the state may pay certified personnel a non-recurring salary payment from revenue not considered net current revenue.

Such money shall not be included in the base revenue of the school district when calculating revenue percentages for salaries under Ark. Code §6-17-901 at seq. or the net current revenue for purposes of compliance with Ark. Code §6-20-319.

A non-recurring salary payment under the provisions of this Act shall not be construed to increase the base salary of the teacher recipient for purposes of calculation of future salary requirements.

Any non-recurring salary payment under this act shall be divided equally among certified personnel employed by the district at the time of payment unless the board of directors of the district and a majority of the teachers agree to a different distribution.

A report indicating the source of the monies and the name and amount paid to each recipient shall be furnished to the Department of Education and the Division of Legislative Audit by the ex officio financial secretary of the school district.

Reference: Act 268 of 1989

A. The salary schedule shall be reviewed each year by the Salary Schedule Committee after the school receives notification of money to be received, but before contracts are distributed. The Salary Committee shall be elected immediately after the Personnel Policy Committee elections, which will take place the first 2 weeks of school.

The Salary Committee shall consist of:

Five (5) teachers (one (1) from Rural Special campus, one (1) from the Timbo campus, one (1) from Mountain View Elementary campus, one (1) from Mountain View Middle School campus, and one (1) from Mountain View High School campus
Three (3) administrators (one (1) being the superintendent)

It is advised that probationary teachers not serve on the Salary Committee.

PPC members will not be elected to serve on the salary committee.

Alternative Licensure Program, no prior teaching license

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

Licensed employee, seeking additional area or areas of licensure

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

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

Salaries for certified staff are currently based on the following:

**MOUNTAIN VIEW SCHOOL DISTRICT LEA #6901
SALARY SCHEDULE 2009-2010
190 DAY TEACHERS**

STEP	BS	BS + 12	BS + 24	MS	MS + 12
0	\$29,244.00	\$30,994.50	\$32,745.00	\$34,495.50	\$36,246.00
1	\$29,931.50	\$31,682.00	\$33,432.50	\$35,183.00	\$36,933.50
2	\$30,619.00	\$32,369.50	\$34,120.00	\$35,870.50	\$37,621.00
3	\$31,306.50	\$33,057.00	\$34,807.50	\$36,558.00	\$38,308.50
4	\$31,994.00	\$33,744.50	\$35,495.00	\$37,245.50	\$38,996.00
5	\$32,681.50	\$34,432.00	\$36,182.50	\$37,933.00	\$39,683.50
6	\$33,369.00	\$35,119.50	\$36,870.00	\$38,620.50	\$40,371.00
7	\$34,056.50	\$35,807.00	\$37,557.50	\$39,308.00	\$41,058.50
8	\$34,744.00	\$36,494.50	\$38,245.00	\$39,995.50	\$41,746.00
9	\$35,431.50	\$37,182.00	\$38,932.50	\$40,683.00	\$42,433.50
10	\$36,119.00	\$37,869.50	\$39,620.00	\$41,370.50	\$43,121.00
11	\$36,806.50	\$38,557.00	\$40,307.50	\$42,058.00	\$43,808.50
12	\$37,494.00	\$39,244.50	\$40,995.00	\$42,745.50	\$44,496.00
13	\$38,181.50	\$39,932.00	\$41,682.50	\$43,433.00	\$45,183.50
14	\$38,869.00	\$40,619.50	\$42,370.00	\$44,120.50	\$45,871.00
15	\$39,556.50	\$41,307.00	\$43,057.50	\$44,808.00	\$46,558.50
16	\$40,244.00	\$41,994.50	\$43,745.00	\$45,495.50	\$47,246.00
17	\$40,931.50	\$42,682.00	\$44,432.50	\$46,183.00	\$47,933.50
18	\$41,619.00	\$43,369.50	\$45,120.00	\$46,870.50	\$48,621.00
19	\$42,306.50	\$44,057.00	\$45,807.50	\$47,558.00	\$49,308.50
20	\$42,994.00	\$44,744.50	\$46,495.00	\$48,245.50	\$49,996.00

REVISED MAY '09

3.2 – CERTIFIED PERSONNEL EVALUATIONS

The Evaluation Policy will be available to all certified staff.

Evaluations of certified 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

3.3 –EVALUATION OF CERTIFIED PERSONNEL BY RELATIVES

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

3.4 – CERTIFIED PERSONNEL REDUCTION IN FORCE

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

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

K-6

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

7-12

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

Part time employees, K-12, will be pro-rated by their actual total years of service.
(For example: 5 years of .5 service = 2.5 years.)

POINTS

- Years of Service—1 (one) point per year

All certified (contracted) position years in the district will count toward an employee's total years of service. Service in any position not requiring teacher licensure does not count toward years of service.

Total years of service to the district shall include all continuous years of service in any of the three schools in the Mountain View School District, with the exception of an administratively approved leave of absence. Less than a semester in any contract year does not count as a year of service.

The maximum points allowed for the following items will be a grand total of two (2) points.

- Master’s Degree—1 (one) point
- National Board Certification—.5 (point five) point
- Additional (not counting one area presently teaching in) certified academic content areas of certification/endorsement as identified by the State Department and documented in the central office (posted on the employee’s teaching certificate)—.25 (point .25) point per area
- Multiple grade levels of licensure (not counting one area presently teaching in) as identified by the State Department and documented in the central office (kindergarten, elementary 106, middle school, secondary)—.25 (point .25) point per additional area or grade level as applicable
- Total years of certified/contracted teaching experience outside the district at a public school—.1 (one tenth) point per year

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

In the event the district is involved in an annexation or consolidation and a RIF is considered, teachers from all the districts involved will be ranked according to years of service, licensure and degrees. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district.

Pursuant to any reduction in force and as part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district’s salary schedule and further adjustments made if length of contract or job assignments change.

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

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

Legal Reference: A. C. A. 6-17-2406

3.5 –CERTIFIED PERSONNEL CONTRACT –RETURN

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

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

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

3.6 –CERTIFIED PERSONNEL EMPLOYEE TRAINING

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

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

Each certified employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 of the current year and May 31 of the following year. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year. The goal of all professional development activities shall be improved student achievement and academic performance that results in individual, school-wide, and system-wide improvement designed to ensure that all students demonstrate proficiency on the state criterion-referenced assessments. The district's professional development plan shall demonstrate scientifically research-based best practice, and shall be based on student achievement data and in alignment with applicable ADE Rules and/or Arkansas code.

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

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

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

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

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

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

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

Certified personnel 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.

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 principal shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) hours may be applied toward the sixty (60) hours of professional development required annually.

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

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

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

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

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

3.7 – CERTIFIED PERSONNEL DRUG TESTING

****SEE 3.31 DRUG FREE WORK PLACE – CERTIFIED PERSONNEL**

3.8 –CERTIFIED PERSONNEL SICK LEAVE

The Board of Education shall grant to every teacher in the school district sick leave at full pay at a rate of one (1) day per month or major portion thereof, that the teacher is contracted. (190 days contracted will receive 10 days).

Teachers shall be entitled to take sick leave for personal illness or illness in his immediate family, including spouse, children, parents or other relatives.

The district shall maintain a record of sick leave used and accumulated for each teacher. Sick leave days not used by a teacher shall be credited to the teacher up to a maximum of 120 days. A teacher taking sick leave may use any amount up to his total number of accumulated days.

Retiring teachers, teachers who are withdrawing from the teacher retirement system (ATRS) and entering the state deferred retirement plan commonly known as “T-Drop”, or teachers who have previously retired and have returned to teach and are retiring again, shall be paid for unused sick and personal leave days at the rate of current degreed substitute pay per day.

Teachers shall be paid for unused sick leave days accumulated above 120 days at the end of each year at the rate of current degreed substitute pay per day.

In the event of an employee’s death while under contract with the Mountain View School District, the district will pay the employee’s accumulated sick leave and personal leave days to the ATRS designated heir at the rate of the employee’s substitute pay.

The superintendent may require a statement from a medical doctor or other acceptable proof that the teacher was unable to work to the end that there will be no abuse of sick leave privileges. The superintendent may require a physician’s verification of sick leave when absence exceeds three continuous days or when absence indicates need for verification. 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/her 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.

Upon proper verification in writing of previous employing school, a teacher employed by the school may transfer up to 120 days of sick leave from another school district in Arkansas.

After the sick leave is exhausted and a teacher must still be absent, said teacher must declare work intentions:

1. Come back to work.
2. Take a leave of absence without pay.
3. Submit resignation.

In case of any absence from duty because of illness, the employee is asked to telephone the principal at the earliest possible moment, preferably the day before the expected absence.

The teacher must leave complete plans for the substitute to follow.

Sick leave and personal leave shall be tallied monthly. Teachers shall be notified.

The board may grant leave without pay for health reasons for a period of one (1) school year only to any certified person who has completed three (3) years teaching in this school district.

The teacher will be permitted to leave and return to employment provided a qualified and certified teacher can be found who is willing to work a limited contract while the teacher is on leave.

Each request must be accompanied by a doctor's statement and be recommended by the principal and superintendent. It must be approved by the Board of Education before it can be granted.

Legal Reference: A.C.A. *6-17-1201 et seq.
A.C.A *6-17-1301 et seq.

3.9 –CERTIFIED PERSONNEL SICK LEAVE BANK*

A. Participation

Each teacher wishing to join the Sick Leave Bank shall do so by September 15 of each school year on a Sick Leave Bank form submitted to the Sick Leave Bank chairperson or committee member. The Sick Leave Bank is completely voluntary in nature.

B. Governance—Sick Leave Bank Committee

A five-member committee will oversee the administration of the Sick Leave Bank with the assistance of the superintendent. The committee will be comprised of certified personnel who have contributed to the Sick Leave Bank. One committee member will be from the Rural Special campus and one from the Timbo campus. One faculty member will be from the Mountain View High School campus, one from the Mountain View Middle School campus, and one from the Mountain View Elementary campus. The committee will be elected at the same time that faculty members are elected to the Personnel Policy Committee. A chairperson will be elected from the five members of the Sick Leave Bank Committee within two weeks following the election of the committee.

The committee will decide on requests based on the committee's rules of operation.

Rules of Operation

The Sick Leave Bank Committee will administer the bank according to the following rules:

- (1) Teachers who have made contributions to the bank may make withdrawals from the bank and must be currently enrolled. Days cannot be returned to the contributor.
- (2) The SLB days may be used only upon exhaustion of a bank member's accumulated sick leave and accumulated personal leave days.
- (3) Sick Leave Bank days will be granted only in cases of an extended illness or a debilitating injury of a SLB member or immediate family—parents, children or spouse. Requests will be examined on an individual basis and granted or denied by the committee.

For the purpose of this policy, an illness or injury is one which is disabling for a predicted time of fifteen (15) or more working days and is not related to a normal pregnancy or elective surgery or any medical procedure which, in the opinion of medical experts, can be performed during summer vacation. The SLB Committee reserves the right to make exceptions to this policy in cases involving unusual circumstances. The applicant must provide medical documentation that a debilitating illness or injury exists.

- (4) Requests for SLB days will be made on a SLB request form submitted to the chairperson or a member of the SLB Committee.
- (5) Sick leave grants made from the bank shall be for up to thirty (30 days) for an

individual applicant per year if the days are available.

- (6) Teachers new to the district have a one-year waiting period before becoming a member.
- (7) The Sick Leave Bank can carry up to a maximum of 250 days over to the next year.
- (8) The new member shall deposit two (2) days the first year, one (1) day the second year, and one (1) day the third year for a total of four (4) days.
- (9) Any SLB member who has been denied days from the bank shall have a right to request a convening of the committee for the purpose of making a personal appeal.
- (10) When the Sick Leave Bank accrues the maximum number of days (250), a person who has been a member of the Sick Leave Bank for three (3) consecutive years and contributed four (4) days shall not be required to contribute sick leave days until such time as the accumulated days in the Sick Leave Bank are considered by the committee to be deficient.
- (11) Any member who has used the maximum number of days shall not be required to contribute to the bank again until the full membership contributes to the bank.
- (12) The Sick Leave Bank Committee, with the superintendent's approval, has the right to consider any member-in-good-standing's request and grant approval of such request in extenuating circumstances not referred to in Number 3.
- (13) District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave.

Reference: ARK. ACT 818 of 1989

3.10 – CERTIFIED 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)

3.11 – CERTIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

Each employee of the Mountain View School District shall be granted two (2) days of personal leave per year, such days to accumulate up to and including seven (7). (Seven days maximum)

Each employee shall be paid at the end of the school year for unused personal leave days accumulated above seven (7) days at the rate of current substitute pay per day or transfer days to sick leave.

Each employee is granted three (3) additional days of personal leave, if needed, at a cost of current substitute teacher pay per day, to be deducted from the teacher's salary.

Personal leave must be requested at least three (3) days in advance, with approval by the employee's immediate supervisor.

The principal may approve emergency leave, if warranted, with shorter notice.

Sick leave and personal leave shall be tallied monthly. Teachers shall be notified.

Reference: Arkansas Act 724 of 1989.

Professional Leave

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school district's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school district employee is subpoenaed for a matter arising out of the employee's employment with the school district. 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. Budgeting concerns and the potential benefit for the district's students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for their participation in the professional leave activity and a substitute is needed for the employee, the district shall pay the full cost of the substitute. If the employee receives and accepts remuneration for their participation in the professional leave activity (e.g. scholastic audits or praxis assessments), the employee shall forfeit his/her daily rate of pay from the district for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/district.

Legal Reference: A.C.A. § 6-17-211

Funeral Leave

A maximum of three days will be allowed for funeral leave for a member of the immediate family. After three days, absence will be charged to either sick or personal leave. This will be determined by the principal and/or by the employee's immediate supervisor. The immediate family will include (natural and/or step) father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, cousin, and other persons living in the same household.

A maximum of one day of funeral leave per year may be used with prior approval from the principal and/or the employee's immediate supervisor for extenuating circumstances. Extenuating circumstances could include the death of someone not covered in paragraph one and/or a request from the deceased's family for the employee to participate in the service. (Updated: 4-8-06)

Vacations and Holidays

Certified employees employed for twelve (12) months shall be entitled to two (2) weeks of vacation with pay according to the adopted salary scale. Vacation allowances are not accumulative, but may be taken during the next twelve month period if approved in advance by the administration.

A teacher must work a minimum of six (6) months before a vacation is allowed, and may not use vacation time while school is in session unless it is approved by the Board.

Conferences and Visitations

A teacher shall receive full salary for absences approved or requested by the administration for visits to other schools, programs, classes, or to accompany students on special school sponsored activities.

AEA Convention may be allowed as professional leave.

Parent / Teacher Conference Days

Due to the number of contract days required by law, absences taken on Parent / Teacher Conference days will be counted as two days leave.

Legal Reference: A.C.A. 6-17-211
Arkansas Act 724 of 1989

3.11A –MILITARY LEAVE

All teachers, administrators, and classified personnel employed by any public school in this state who desire to take a leave of absence for the purpose of participating in military training programs or other official duties made available by the National Guard or by the reserve branches of the armed forces and all teachers and administrators employed by a public school who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Services shall be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time, in any fiscal year. To the extent this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year.

Whenever any teacher, administrator, or classified employee is granted a leave of absence under the provisions of this section, he shall be entitled to his regular salary during the time he is away from his duties during such leave of absence.

The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher's or administrator's absence.

Such leave of absence shall be in addition to the regular vacation time allowed the employee.

Teachers, administrators, and classified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the teacher, administrator, or classified person shall be entitled. "Emergency situations" shall have the same meaning as it is defined in §21-4-212.

During the leave of absence, teachers, administrators, and classified persons shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges and benefits to which they have become entitled.

The period of military service shall, for purposes of computations to determine whether such persons may be entitled to retirement under the laws of the State of Arkansas, be deemed continuous service, and the teacher, administrator, or classified employee shall not be required to make contributions to any retirement fund.

The school district shall continue to contribute their portion of any life and disability insurance premiums during the leave of absence on behalf of the teacher, administrator, or non-certified employee, if requested, so that continuous coverage may be maintained.

For the purpose of this section "fiscal year" shall be the fiscal year now established for the United States Government.

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

All employees of the state, as defined in Arkansas Code 21-4-203, or any of its political subdivisions who desire to take a leave of absence for the purpose of participating in the military training programs made available by the National Guard or any of the reserve branches of the armed forces and all state employees who are members of the Reserve Corps of the Public Health Service who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Service shall be entitled to such a leave of absence for a period of fifteen (15) days plus necessary travel time for annual training requirements or other duties performed in an official duty status in any one (1) calendar year. To the extent this leave is not used in a calendar year, it will accumulate for use in the succeeding calendar year until it totals fifteen (15) days at the beginning of the calendar year.

Whenever any employee is granted a leave of absence under the provisions of this section, he shall be entitled to his regular salary during the time he is away from his duties during such leave of absence,

Such leave of absence shall be in addition to the regular vacation time allowed to the employee.

Employees called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave shall be granted in addition to all other leave the employee shall be entitled to. "Emergency situations" shall have the same meaning as it is defined in §21-4-212.

During the leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges and benefits to which they have become entitled.

The period of military service shall, for purposes of computations to determine whether such person may be entitled to retirement benefits, be deemed continuous service, and the employee shall not be required to make contributions to any retirement fund.

The state or political subdivision shall continue to contribute their portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained.

Employees who are members of the National Guard or any of the reserve branches of the armed Forces shall be granted leave at the rate of fifteen (15) days per calendar year, plus necessary Travel time for annual training requirements or other duties performed in an official duty status. To the extent this leave is not used in a calendar year, it will accumulate for use in the succeeding Year. The leave shall be granted without loss of pay and in addition to regular vacation time.

The leave shall be granted without loss of pay and in addition to regular vacation time. Each employee who requests military leave shall furnish a copy of his orders for his personnel file.

An employee who is drafted or called to active duty in the armed forces of the United States or who volunteers for military service shall be placed on extended military leave without pay and upon application within ninety (90) days after the effective date of his release from active duty shall be reinstated to the position vacated or an equivalent position at no loss of seniority or any

of the other benefits and privileges of employment. The right of reemployment shall conform with all federal government rules and regulations.

Any employee who enlists or reenlists for a second consecutive tour of military duty shall be deemed to have forfeited his reemployment rights.

Personnel called to duty in emergency situations by the Governor or the President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave shall be granted in addition to regular vacation time.

“Emergency situations” means any case of invasion, disaster, insurrection, riot, breach of peace, or imminent danger thereof, threat to the public health or security, or threats to the maintenance of law and order.

During any military leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits and any other rights, privileges and benefits to which they have become entitled.

The period of military service shall, for purposes of computations to determine whether such person may be entitled to retirement benefits, be deemed continuous service and the employee shall not be required to make any contributions to any retirement fund.

The state shall continue to contribute its portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained.

All provisions of this act of a general and permanent nature are amendatory to the Arkansas Code of 1987 Annotated and the Arkansas Code Revision Commission shall incorporate the same in the code.

If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or applications, and to this end the provisions of this act are declared to be severable.

All laws and parts of laws in conflict with this act are hereby repealed.

*Applies to Non-Certified Personnel

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

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

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

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

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

Legal References: A.C.A. § 12-12-913 (g) (2)
 Arkansas Department of Education Guidelines for "Megan's Law"
 A.C.A. § 5-14-132

****Here is a copy of 6.10 for cross reference on Megan’s Law.**

6.10—SEX OFFENDERS ON CAMPUS (MEGAN’S LAW)

The Mountain View School District shall work with area law enforcement in a manner consistent with applicable state law and Arkansas Department of Education Regulations to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals and give them information concerning registered sex offenders. The decision regarding which school principals to notify rests solely with law enforcement officials who use a rating system to determine those needing to be notified according to the offender’s dangerousness to the community.

Building principals should, in turn, notify any person who in the course of their employment is regularly in a position to observe unauthorized persons on or near the school’s property. Those notified could include employees such as aides, bus drivers, coaches, maintenance staff, professional support staff, school level administrative staff, security personnel, teachers’ assistants, and teachers.

It is important that school personnel receiving notice understand that they are receiving sex offender notifications in their official capacity and are **not** to disseminate information about an offender to anyone outside the school. If school personnel are asked about notification information by an organization using school facilities, they should be referred to the area law enforcement agency that issued the notice.

Persons **not** to be notified except at the specific discretion of area law enforcement officials include members of parent-teacher organizations, other schools, organizations using school facilities, students, parents or guardians of students, and the press. Personnel may inform the press about procedures which have been put in place and other general topics, but may not reveal the name or any other specifics regarding an offender.

A parent or guardian who is a Level 1 or Level 2 sex offender shall be allowed to enter the school campus to attend parent-teacher conferences or any other activity which is appropriate for a parent or guardian, or community member.

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

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

A Level 3 and Level 4 sex offender who is the parent or guardian of a child enrolled in the district and who wishes to enter the school campus in which the student is enrolled for any other purpose than those listed above, must give reasonable notice to the school principal or his/her designee. The principal or designee may

allow the sex offender to enter upon the campus provided there is a designated school official or employee to escort and supervise the sex offender while they remain on campus. The sex offender shall not enter upon the school campus until such time as a designated school official or employee is available.

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

Legal References: A.C.A. § 12-12-913 (g)(3)
 Arkansas Department of Education Guidelines for “Megan’s Law”
 A.C.A. § 5-14-131

3.13 – CERTIFIED PERSONNEL PUBLIC OFFICE

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

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

3.14—CERTIFIED PERSONNEL JURY DUTY

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty or subpoenaed as a witness, 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 or court subpoena to his supervisor in order to confirm the reason for the requested absence.

Personnel who serve on jury duty or are subpoenaed to court will be allowed to accept jury duty pay for days missed while on jury duty.

3.15—CERTIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

3.16—CERTIFIED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Each teacher in Pre-Kindergarten through sixth grade will be allowed to order up to \$500.00 in classroom supplies, which will be paid for by the school district.

Money for grades 7 – 12 will be budgeted proportionately by department rather than individual teacher. Departments will receive \$200.00 per teacher or fraction thereof.

Purchase orders should be turned in between July 1 and March 1 of a current school year.
INVOICES MUST BE TURNED IN FOR PAYMENT BY APRIL 1.

*Applies to Classified Personnel

3.17—INSULT OR ABUSE OF CERTIFIED PERSONNEL

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

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

Legal Reference: A.C.A. § 6-17-106

3.18—CERTIFIED PERSONNEL OUTSIDE EMPLOYMENT

The Board of Education prohibits school district employees from engaging in additional employment or any other personal pursuits that would:

- affect their efficiency or usefulness as employees in the district;
would make time and/or energy demands upon such individuals which could interfere with their effectiveness in performing their contractual obligations to the board;
- compromise or embarrass the school district;
- adversely affect their school district employment status or professional standing, and/or
- in any way conflict with or violate professional ethics.

Employees shall not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties.

The superintendent or board may require from any full-time employee a written description of other employment, hours, and number of days involved.

Reference: AR Stat. Ann. **80-213, 80-509

3.19—CERTIFIED 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 Mountain View School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.

HIRING

The Board of Education shall employ personnel based upon the superintendent's recommendation.

Procedure:

1. The principal of the school in which the vacancy exists will review all current and qualified applications and make recommendations to the superintendent who, in turn, will notify the board in writing, prior to the board's next scheduled meeting, of his choice of applicants to be considered for the position.
2. The superintendent and building principal will interview those applicants being considered. Selection will be made by the board, and the superintendent's recommendation will be given a priority in this selection. A list of all applicants will be sent to the board members prior to the board's next meeting.

Requirements:

All applications for employment will be filed in the superintendent's office. Teacher applications will be cross-filed as to all teaching qualifications.

It is the responsibility of the applicant to activate and/or update his application annually.

Failure to do so will cause the application to be placed in an inactive file.

REEMPLOYMENT

- A. The superintendent and assistant superintendent will be considered for renewal of contract at the January meeting of the Board.
- B. Principals, assistant principals, and curriculum director will be considered for renewal of contract at the February meeting of the Board.
- C. Certified personnel will be considered for renewal of contract at the March meeting of the Board.

D. Classified personnel will be considered for renewal of contract at the April meeting of the Board.

E. Teachers in the Mountain View School District shall have thirty (30) days to sign and return teaching contracts after receipt. 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, Superintendent, or the School Board shall be required in order to make the employee's resignation final. Teachers shall have the right to unilaterally rescind a signed contract no later than ten (10) days after the end of the school year. (Act 1247 of 1997).

All offers to renew contracts shall be issued by the District by May 1 or the teacher will automatically be re-employed.

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

3.20—CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel.¹

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

Rates for Reimbursement

Mileage allowance shall be reimbursed at the state rate posted at the beginning of the school year. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available.

Meals will be reimbursed for approved school related travel if the conference or other approved reason for travel requires overnight lodging. Meals shall be reimbursed for the actual expense incurred up to a limit equal to or less than the state rate posted by the central office at the beginning of the school year.

When travel necessitates overnight lodging, reasonable reimbursement shall be made for prior approved lodging. Employees attending workshops or other employment-related functions, should obtain written prior approval for the activity from the superintendent or building principal or the appropriate designee of the superintendent. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses Not Covered

The district shall not reimburse the following items/categories of expenses.

Alcoholic beverages

- Entertainment expenses—including sports or sporting events or pay per view or game expenses at motels
- Replacement due to loss or theft
- Discretionary expenses for items such as clothing or gifts
- Medical expenses incurred while on route to or from or at the destination of the reason for travel
- Optional or supplementary insurance obtained by the employee for the period covered during the travel

- Tips/gratuities

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

Airport Associated Expenses

All airline flights shall be by coach/economy class. Receipts are necessary to be reimbursed for airport parking. Upon arrival, the employee is expected to take the less expensive option between a taxi and an airport shuttle service to his hotel or meeting site. Receipts are necessary to be reimbursed. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. A receipt is necessary to be reimbursed. The district shall not reimburse for any kind of rental car supplemental insurance.

3.21—CERTIFIED PERSONNEL TOBACCO USE

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

Legal Reference: A.C.A. § 6-21-609

3.22—DRESS OF CERTIFIED EMPLOYEES

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

3.23—CERTIFIED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. 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.

3.24—CERTIFIED PERSONNEL DEBTS

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

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

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

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

3.25—CERTIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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

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

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

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

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

Process

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

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

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

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

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

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within five working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent. 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, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be

open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the 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.

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

3.25F—CERTIFIED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance? _____

Supervisor's Response

Date submitted to recipient: _____

3.26—CERTIFIED PERSONNEL SEXUAL HARASSMENT

The Mountain View 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.
A.C.A. § 6-15-1005 (b) (1)

3.27—CERTIFIED PERSONNEL SUPERVISION OF STUDENTS

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

3.28—CERTIFIED PERSONNEL COMPUTER USE POLICY

The Mountain View School District provides computers and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.

Passwords or security procedures are to be 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: 20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

3.28F—CERTIFIED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) _____

School _____ Date _____

The Mountain View 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 _____

3.29—CERTIFIED PERSONNEL SCHOOL CALENDAR

The superintendent, in developing the calendar, shall present proposals to the Personnel Policy Committee and consider recommendations from any staff member or group wishing to make calendar proposals.

The superintendent shall present to the board, for its approval, the calendar by the April regular board meeting.

The Mountain View School District's current calendar is located immediately following the Table of Contents of this Personnel Policy Book.

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

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 References: 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)

3.31—DRUG FREE WORKPLACE – CERTIFIED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and 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. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Mountain View 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—CERTIFIED PERSONNEL FAMILY MEDICAL LEAVE *

Definitions:

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

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

Covered Service Member: is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

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

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

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

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

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

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

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

Serious Injury or Illness: used in respect to a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member's office, grade, rank, or rating.

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

Policy

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

Leave Eligibility

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

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

caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

District Notice to Employees

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

Employee Notice to District

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave is for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3 or 4 or for the care of a covered service member listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

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

Unforeseeable:

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

Medical Certification

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health

condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his or her position.

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

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

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

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

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

No second or third opinion on recertification may be required.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Concurrent Leave

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

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

Health Insurance Coverage

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Work

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

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

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

Intermittent or Reduced Schedule Leave

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

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

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

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

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

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

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

Leave more than 5 weeks prior to end of term.

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

- (A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

Leave less than 5 weeks prior to end of term

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

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

Leave less than 3 weeks prior to end of term

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

Cross Reference: 3.8—CERTIFIED PERSONNEL SICK LEAVE

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

* All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

29 CFR 825.114 - What is a "serious health condition" entitling an employee to FMLA leave?

(a) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

(1) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(A) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(B) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy, or for prenatal care.

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(A) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(B) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(C) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(b) Treatment for purposes of paragraph (a) of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph (a)(2)(i)(B), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin,

antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(c) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

(d) Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

(e) Absences attributable to incapacity under paragraphs (a)(2) (ii) or (iii) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

3.33—ASSIGNMENT OF EXTRA DUTIES FOR CERTIFIED PERSONNEL

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

New teachers may be assigned to a club or class sponsorship under the directions of a mentoring (experienced) sponsor.

Legal Reference: A.C.A. § 6-17-201

3.34—CERTIFIED PERSONNEL CELL PHONE USE

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

In any instance where the district issues a cell phone for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses a school issued cell phone for non-school purposes, except as permitted by the district's administration or use policy, shall be subject to discipline, up to and including termination.

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

3.35—CERTIFIED PERSONNEL BENEFITS

The Mountain View School District provides its certified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month or major portion thereof worked. (190 day contract—receives 10 days)
5. Two personal days per year, maximum accumulation of seven days;
6. Reimbursement to retiring teachers for unused sick and personal leave days;
7. Passes for employee, spouse, and children to all school functions; and,
8. Passes to all school functions for retired employees who have worked with the system a minimum of ten years.

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

3.36—CERTIFIED PERSONNEL DISMISSAL AND NON-RENEWAL

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

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

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

3.37 A—ASSIGNMENT / REASSIGNMENT / TRANSFER of TEACHERS

School district board of directors shall have authority to assign and reassign or transfer all teachers in schools within their jurisdiction upon the recommendation of the superintendent.

1 History.Acts 1991, No. 654, §

ASSIGNMENT OF TEACHERS:

Reasonable effort shall be made to honor teacher preference in assignment whenever there is no conflict regarding the needs of the students. If a professional is hired for a particular position and that assignment is terminated because of funding, etc., he shall be notified.

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

VACANCIES

Vacancies shall be adequately publicized; which shall mean as a minimum that a notice shall be conspicuously posted in each school, and an email will be sent districtwide clearly setting forth a description of and the qualifications for the position, including duties and salary. Such notice shall be posted prior to public notification. Teachers within the district shall be given the consideration in filling vacancies.

3.38—CERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

Definitions:

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

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

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

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

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

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

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

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

1. Sarcastic "compliments" about another student's 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

3.39— CERTIFIED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

3.40—CERTIFIED PERSONNEL DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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

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

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

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

3.41—CERTIFIED PERSONNEL VIDEO SURVEILLANCE

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

Video recordings may become a part of a staff member's personnel record.

3.42 – RELEASE of STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

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

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

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

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, and IA 99-011
ADE Eligibility Manual for School meals Revised July 2008
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
42 USC 1758 (b) (6)

3.43 – DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING

Any employee 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 of Governing the Code of Ethics for Arkansas Education;
 A.C.A. § 6-11-105
 A.C.A. § 6-17-401
 A.C.A. § 6-17-410
 A.C.A. § 6-17-422

3.60 – REVISION OF PERSONNEL POLICIES

A. The Mountain View School District’s Personnel Policy Committee shall be organized during the first quarter of the school year, elect a committee 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 emailed to certified personnel and posted in work areas. 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 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 shall accept, reject, or refer back to the Personnel Policy Committee any policy brought before it by the Personnel Policy Committee. After presentation to the board, action shall be taken no later than the next regular school board meeting.

B. All proposed changes or amendments shall be acted upon on or before the July school board meeting.

C. The committee shall consist of:

1. Ten classroom teachers who shall be elected by secret ballot of the classroom teachers in the district. The election shall be conducted solely and exclusively by the classroom teachers. Two teachers will represent Timbo’s campus, two teachers will represent Rural Special’s campus, and six teachers will represent Mountain View’s campus. Representatives from the Timbo and Rural Special campuses will consist of one teacher from grades Pre-K-6 and one from grades 7-12 at each of the two campuses for a total of 4 teachers. Representatives from the Mountain View campus will consist of two teachers from elementary school (grades Pre-K-4), two teachers from middle school (grades 5-8) and two teachers from high school (grades 9-12) for a total of 6 teachers. For continuity, these ten members will serve staggered terms. Each year, one new member will be elected from the Timbo campus, and one new member will be elected from the Rural Special campus. One new member will be elected from Mountain View’s elementary, middle school, and high school campuses. Terms will be one year and two-year terms to be determined by lot at the first official meeting of the newly elected PPC members. Each campus (Rural Special and Timbo) will have one representative serving a one-year term and one representative serving a two-year term. Each building/division on the Mountain View campus will have one representative serving a one-year term and one representative serving a two-year term. This is the only year that drawing by lot will be in effect. PPC members will not be elected to serve on the salary committee.

2. Two principals.

3. The superintendent.

Each member of the committee, except the ex-officio member, shall have one vote.

3.61 – SOLICITATIONS BY STAFF MEMBERS (EMPLOYEES)

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

Reference: Ark. Stat. Ann. §§ 80-213, 80-509, 80-539, 80-1902, 80-1909

3.62 – NATIONAL BOARD CERTIFICATION

Teachers who receive National Board Certification will receive a \$2,000 stipend annually, in addition to their current contract salary. This stipend will be paid by the Mountain View School District and will also be in addition to any stipend by the Mountain View School District and will also be in addition to any stipend awarded by the Arkansas Department of Education. The stipend will be given annually for the duration of the certification, which is 10 years, or until the teacher is no longer employed under a certified personnel contract with Mountain View Schools. If after ten (10) years the teacher becomes re-certified under the National Board criteria, the stipend will continue according to policy.

3.63 – STAFF RIGHTS AND RESPONSIBILITIES

The Board of Education recognizes that each employee has the same civil and constitutional rights as any other citizen. Such rights shall be respected at all times but shall be restricted if their exercise materially interferes with the educational process. No other rights and responsibilities shall be accorded staff members unless specifically incorporated in the contracts of employment entered into between the Board of Education and the employee.

Primary Function: Implement the educational program for students.

A. INSTRUCTIONAL RESPONSIBILITIES

1. Diagnose the achievement level of each student.
2. Plan, prescribe, and direct the learning activities of students.
3. Motivate the students to learn.
4. Create and maintain an atmosphere conducive to learning in both appearance of instructional station and activities therein.
5. Evaluate progress of students and inform students thereof on a continuous basis.
6. Assist with the counseling of students for their academic, personal, social, and career improvement.
7. Implement school or district curricular goals.
8. Ensure the substitutes will have all the information necessary for effective instruction.
9. Prepare and follow effective lesson plans.

B. SCHOOL DAY RESPONSIBILITIES

1. Assist in development of school and district curriculum.
2. Assist in assessing school and district needs for instructional materials and equipment.
3. Prepare for principal lists of material and equipment needs for instructional assignment.
4. Inform students of school regulations that are pertinent to them.
5. Confer with parents on students' progress and attitudes.
6. Supervise students in corridors, in restrooms, in lunchrooms, on school grounds, etc. Such supervision that is on an assigned basis should be equitably distributed.
7. Assist in the enforcement of school regulations at all times.
8. Participate in all prescribed in-service programs.
9. Maintain and make reports on necessary records for pupil accounting, pupil progress, material and equipment inventories, and collection of money.
10. Check attendance and report absences and tardies.
11. Sponsor clubs and activities on an equitable basis.
12. Take responsibilities for issued materials and equipment.
13. Know Board of Education policies, district, and school guidelines and regulations and adhere to the same.

C. OUTSIDE OF SCHOOL DAY

1. Participate in open house.
2. Participate in faculty meetings.
3. Participate in required in-service sessions.
4. Supervise student activities of sponsored clubs and school organizations and other school activities on an equitably assigned basis.

5. Participate in professional activities.
6. Keep informed of latest curriculum developments

Reference: U. S. Const. Amend. I; U. S. Const. Amend XIV. §1; Curtis Publishing Company v. Butts Associated Press v. Walker, 875 S. Ct. 1975 (1967); Time, Inc. v. Hill, 875 S. Ct. 534, (1967); Pickering v. Board of Education, 391 U. S. 563, (1968); Givhan v. Western Line Consolidation School, 99 S. Ct. 693 (1979); Keyishian v. Board of Regents, 385 U. S. 589 (1967); Board of Regents of State Colleges v. Roth, 498 U. S. 564 (1972); Perry v. Sinderman, 408 U. S. 593 (1972); Ark. Stat. Ann §§80-213, 80-509, 80-1304.

3.64 – QUALIFICATIONS AND DUTIES

All professional personnel employed by the Mountain View School District must possess those qualifications set forth by the State Department of Education.

1. Each professional employee shall have a degree from an accredited college or university.
2. Each professional employee shall hold a current and valid Arkansas Teacher's Certificate.
3. If a teacher subsequently receives a higher certificate during the school year, the salary increase shall become effective the following school year. (This shall be interpreted that the work shall have been completed prior to the beginning date of the school term for which the salary increase would be affected.) Notification shall be made to the office before July. The transcript shall be on file by September 30—(turned in before the deadline of September 30). The teacher should notify the superintendent as soon as plans are reached for certificate upgrade.
4. In order for graduate hours above a bachelor's degree to be counted on the salary schedule, they must be in an approved master's degree program or be in the area the teacher is teaching.

Any graduate hours above a master's degree may be applied to the salary schedule.

All instructional personnel must maintain on file in the superintendent's office the following information:

1. Signed contract
2. Arkansas teacher's certificate
3. Social security number
4. Statement of number of exemptions
5. Official transcript of all college work (2)
6. Current address and telephone number

Reference: Arkansas State Ann. 80-114, 801209

3.65 – RECRUITMENT

In order to fill an existing vacancy or add a position, the superintendent of schools will:

1. Post notification of vacancy in prominent place at all schools and through an email districtwide.
2. Advertise in the local newspaper (two weeks).
3. Use whatever other media he may deem necessary to advertise the position.
4. In the event that an emergency occurs during the school year, step two may be eliminated in order that a replacement may be secured at the earliest possible time, so as not to jeopardize the welfare of the students. If the vacancy occurs within four weeks of the beginning of school, it shall be treated as an emergency.

Reference: Arkansas Act. Ann. 80-509

3.66 – PROBATIONARY TEACHER

REFERENCE: Act 936 of 1983

Under Act 936 a probationary teacher is one who has not completed three (3) successive years of employment in a school district in the state of Arkansas.

A teacher who has been employed in a school district in this state for three (3) years shall be deemed to have completed the probationary period; however, an employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status.

Recommendation for non-renewal, termination, or suspension of a probationary teacher may come only from the superintendent. All recommendations and board actions must be in writing.

Upon request of the probationary teacher, who is being recommended for non-renewal, a hearing shall be provided by the school board.

The board's actions with regard to non-renewal of probationary teachers shall be final.

It is advised that probationary teachers not serve on Personnel Policy Committee, Salary Schedule Committee, or the Handbook Committee.

3.67 – HEALTH EXAMINATIONS

All newly hired school employees are required to have a tuberculosis test prior to the beginning of the school year.

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

All employees who have tested positive on a TB test must have a health certificate on file.

Reference: Arkansas Act 640 of 1989.

3.68 – NON-SCHOOL EMPLOYMENT

Consulting:

Tutoring for pay: Tutoring for pay shall be done only with the knowledge of the regular teacher and shall not involve any of the tutor's students without the tutor's principal's approval.

3.69 – SABBATICALS

The board may grant up to one school year leave without pay to any certified person who has completed three (3) years teaching in this district for the purpose of attending a college or university to do advanced study in the educational field or for the purpose of extensive educational travel.

The teacher will be permitted to leave and return to employment providing a qualified and certified teacher can be found who is willing to work a limited contract while the teacher is on leave.

Each request must be recommended by the principal and superintendent and approved by the Board of Education before it can be granted.

3.70 -- REIMBURSEMENT FOR REQUIRED ADDITIONAL EDUCATION

Should the district approach an employee about pursuing additional certification, the request should be presented by administration at a legally called board meeting and approved by a majority of board members present.

Certified personnel will receive reimbursement for the total cost of tuition, text materials, and the first state test of each area, if they meet all of the following criteria.

- *The certified personnel has been employed by Mountain View District for at least 3 years.
- *The certified personnel has applied for, and not been approved for the Teacher Opportunity Grant (available through ADE)
- *The certified personnel is on an ALP as a result of the district requesting that the currently employed certified personnel obtain an additional area of certification.
- *The certified personnel shall present to the superintendent copies of enrollment data, payment receipt for classes, text, Praxis and a per diem of \$250 / class for travel and internet data usage. The employee will also present a final grade upon completion of coursework.