

FY 2024

# Operating Policies

Approved by Chris Tedder, School Board President of the Ouachita River School District

/s/Chris Tedder, President of  
Ouachita Rivers School Board



# Ouachita River School District's Operating Policies

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# **SECTION 1—Board Governance and Operations**

## **1.1—Legal Status and Membership of the Board of Directors**

By the authority of Article 14 of the Arkansas Constitution, the General Assembly has provided that locally elected school boards will be responsible for the lawful operation and maintenance of its local schools.

While the Board has a broad range of powers and duties, its individual members only have authority when exercising their responsibilities in a legally convened meeting acting as a whole. The sole exception is when an individual member has been delegated authority to represent the Board for a specific, defined purpose. In matters such as personnel discipline, expulsions, and student suspensions initiated by the superintendent, the Board serves as a finder of fact, not unlike a jury. For this reason, the board should not be involved in or, to the extent practicable, informed of the facts or allegations of such matters prior to a board hearing or those disciplinary matters in which the Board could become involved.

It is the policy of the Ouachita River School Board that its actions will be taken with due regard for its legal responsibilities and in the belief that its actions shall be in the best interests of its students and the District as a whole.

The board shall consist of seven members elected by zone by the qualified electors of their designated zone in the Ouachita River School District. Each member is elected for a term of five years. The expiration dates of the terms are staggered so that no more than two members' regular terms expire in one year.

A board member must be a bona fide resident and a qualified elector of the zone they represent. The Board of Directors shall have authority to fill any vacancy, as prescribed by law, which may occur in that body until the next school election.

Legal Reference: A.C.A. § 6-13-620

### **Local Policy**

Date Adopted: November 17, 2008

Last Revised:

## **1.2—Board Organization and Vacancies**

The Board shall elect a president, vice president, secretary, and legislative liaison at the first regular meeting following the annual September school election. In the case of a run-off election, the officers shall be elected at the first regular meeting following the runoff election. The Ouachita River School District is located in two counties Montgomery and Polk. The president and secretary shall not be residents of the same county. Officers shall serve one-year terms and perform those duties as prescribed by policy of the Board. The board shall elect a primary board disbursing officer and an alternate board disbursing officer.

When the position of an officer of the board becomes vacant, the officer's position shall be filled for the remainder of the year in the same manner as for the annual election of officers after the annual school election. Election of Board officers shall not occur except on a once per year basis or to fill an officer vacancy.

### **Vacancies**

A vacancy shall exist on the Board if a board member:

1. Moves his or her bona fide permanent residence outside the boundaries of the school district;
2. Fails to physically attend three (3) consecutive regular meetings of the school district board of directors;
3. Fails to physically attend six (6) regularly scheduled board meetings of the school board of directors in a calendar year;
4. Fails to receive the mandatory hours of training within the statutory time period;
5. Is convicted of a felony;
6. Is called to active military duty;
7. Has served a full-length term as a holdover and has not subsequently been elected to another term;<sup>5</sup>
8. Resigned from the school board of directors; or
9. Dies.

If credible evidence of a vacancy existing due to numbers 1 through 4 is presented to the president, vice president, or secretary of a school district board of directors, a majority of the members of the school district board of directors shall:

- Vote on whether to appoint an independent investigator to investigate the credible evidence presented; and
- Hold a hearing on the existence of a vacancy.<sup>6</sup>

A vacancy does not exist for numbers 2, 3, and 4 if the reason for the member's absences or failure to receive training is either:

- a. Military service of the board member; or
- b. Illness of the board member that is verified by a written sworn statement of the board member's attending physician.

When a vacancy occurs on the board of directors, a successor to a vacated position shall be appointed:

- I. If at least a quorum of the Board remains, by the remaining Board of Directors within thirty (30) days for vacancies resulting from numbers 1 through 8 above and up to sixty (60) days for vacancies due to the board member's death; or
- II. If less than a quorum of the Board remains or the Board fails to fill the vacancy within the time permitted, by the county quorum court.

The successor to a vacant position must be registered to vote in the District and, if applicable, reside in the zone of the vacant position.<sup>7</sup>

When a vacancy on the Board resulted from a board member's failure to receive the required training within the statutory time period, the board shall not appoint the individual who failed to receive the required training to fill the vacancy.

Except for a temporary vacancy due to military service, an individual appointed to fill a vacancy shall serve until the annual school election following the appointment. An individual appointed to fill a temporary vacancy due to military service shall serve until either the Board member who has been called to active military service returns and notifies the Board secretary of his/her desire to resume service on the Board or the Board member's term expires. If a Board member's term expires while the board member is on active military duty, the board member may run for re-election; if re-elected, the re-elected Board member's temporary vacancy shall be filled again in the manner prescribed in this policy.

The secretary of the school district board of directors shall notify the county clerk of an appointment to the school district board of directors within five (5) days of the appointment being made. The notice shall include the name of the appointed board member and the expiration date of his or her term.

An individual appointed to fill a vacancy must submit proof of having received the oath of office to the county clerk before the individual may assume any duties.

Cross References: 1.3—DUTIES OF THE PRESIDENT  
1.4—DUTIES OF THE VICE-PRESIDENT  
1.5—DUTIES OF THE SECRETARY  
1.11—BOARD MEMBER TRAINING  
1.16 —DUTIES OF BOARD DISBURSING OFFICER  
1.19—BOARD MEMBER LENGTH OF TERM and HOLDOVERS  
1.20—DUTIES OF THE LEGISLATIVE LIAISON

Legal References: A.C.A. § 6-13-611  
A.C.A. § 6-13-612  
A.C.A. § 6-13-613  
A.C.A. § 6-13-616  
A.C.A. § 6-13-618  
A.C.A. § 6-13-629

#### Local Policy

Date Adopted: November 17, 2008

Last Revised: June 21, 2021

### **1.3—Duties of the President**

The duties of the president of the Board of Education shall include, but shall not be limited to:

1. Presiding at all meetings of the Board;
2. Calling special meetings of the Board;
3. Working with the Superintendent to develop Board meeting agendas;
4. Signing all official documents that require the signature of the chief officer of the Board of Education;
5. Appointing all committees of the Board and serving as ex-officio member of such committees; and
6. Performing such other duties as may be prescribed by law or action of the Board.

The president shall have the same right as other members to offer resolutions, make or second motions, discuss questions, and to vote.

Legal Reference: A.C.A. § 6-13-619 (a) (1)

Date Adopted: November 17, 2008

Last Revised:

### **1.4—Duties of the Vice-President**

The duties of the Vice President of the Board shall include:

1. Serving as presiding officer at all school board meetings from which the president is absent; and
2. Performing such other duties as may be prescribed by action of the Board.

Date Adopted: November 17, 2008

Last Revised:

## **1.5—Duties of the Secretary**

The duties of the Secretary of the Board shall include:

1. Being responsible to see that a full and accurate record of the proceedings of the Board are permanently kept and shall;
  - a. Record in the minutes, the members present, by name, at the meeting including the time of any member's late arrival to, or early departure from, a meeting;
  - b. Record the outcome of all votes taken including the time at which the vote is taken.
2. Serving as presiding officer in the absence of the President and the Vice President;
3. Being responsible for official correspondence of the Board;
4. Signing all official documents that require the signature of the Secretary of the Board of Education;
5. Calling special meetings of the Board; and
6. Performing such other duties as may be prescribed by the Board.

Legal Reference: A.C.A. § 6-13-619 (a)(1)(b)

Date Adopted: November 17, 2008

Last Revised: July 15, 2013

## **1.6—Board Member Voting**

### **Establishment of a Quorum**

A quorum of the Board is a majority of the membership of the Board. No vote or other board action may be taken unless there is a quorum present. Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY<sup>1</sup>, a Board member must be physically present at a meeting to be counted toward establishing a quorum or to be eligible to vote. A majority of the quorum voting affirmatively is necessary for the passage of any motion. A quorum must be physically present for a board to enter executive session for any reason.

### **Voting and failure to vote**

Except as provided in Policy 1.6.1—ATTENDING MEETINGS REMOTELY<sup>1</sup>, all Board members, including the President, shall vote on each motion, following a second<sup>2</sup> and discussion of that motion.

Failure of any Board member to vote, while physically present in the meeting room, shall be counted as a “no” vote, i.e., a vote against the motion.

Only those votes taken by the Board in open session are legally binding. No motion made or vote taken in executive session is legally binding, although a non-binding, unofficial and non-recorded vote may be taken in executive session to establish consensus or further discussion.

### **Abstentions from Voting**

In order for a Board member to abstain from voting, he must declare a conflict and remove himself from the meeting room during the vote. A Board member who removes himself/herself from a meeting during a vote due to a conflict of interest shall not be considered present at the meeting for the purpose of establishing a quorum until the member returns to the meeting after the vote.

In accordance with Policy 1.6.1, a board member who is attending remotely shall be treated as having left the room for any vote on an item discussed in executive session even if the board member is remotely present for the vote. The minutes shall record the board member attending remotely by name and describe the board member as non-voting in accordance with A.C.A. § 6-13-619(d)(3)(B)(ii).<sup>1</sup>

Cross Reference: 1.6.1—ATTENDING MEETINGS REMOTELY

Legal Reference: A.C.A. § 6-13-619

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

### **1.7—Powers and Duties of the Board**

The Ouachita River Board of Education, operating in accordance with State and Federal laws, assumes its responsibilities for the operation of Ouachita River Public Schools. The board shall concern itself primarily with the broad questions of policy as it exercises its legislative and judicial duties. The administrative functions of the District are delegated to the Superintendent who shall be responsible for the effective administration and supervision of the District.

Some of the duties of the Board include:

1. Developing and adopting policies to effect the vision of the District;
2. Understanding and abiding by the proper role of the Board of Directors through study and by obtaining the necessary training professional development;
3. Electing and employing a Superintendent and giving him/her the support needed to be able to effectively implement the Board's policies;
4. Conducting formal and informal evaluations of the Superintendent annually or no less often than prior to any contract extension;
5. Employing, upon recommendation of the administrative staff and by written contract, the staff necessary for the proper conduct of the schools;
6. Approving the selection of curriculum and seeing that all courses for study and educational content prescribed by the State Board or by law for all grades of schools are offered and taught;
7. Reviewing, adopting, and publishing the District's budget for the ensuing year;
8. being responsible for providing sufficient facilities, grounds, and property and ensuring they are managed and maintained for the benefit of the district;
9. Monitoring District finances and receiving, reviewing, and approving each annual financial audit;
10. Understanding and overseeing District finances to ensure alignment with the District's academic and facility needs and goals;
11. Visiting schools and classrooms when students are present no less than annually;
12. Setting an annual salary schedule;
13. Being fiscally responsible to the District's patrons and maintaining the millage rate necessary to support the District's budget;
14. Involving the members of the community in the District's decisions to the fullest extent practicable; and
15. Striving to assure that all students are challenged and are given an equitable educational opportunity.

Legal References: A.C.A. § 6-13-620, 622

Date Adopted: November 17, 2008

Last Revised:

### **1.8—Governance by Policy**

The district shall operate within the legal frameworks of the State and Federal Constitutions; appropriate State and Federal statutes; State rules; Federal regulations; and court decisions. The legal frameworks governing the district shall be augmented by policies adopted by the District board of directors, which shall serve to further define the operations of the district.

When necessitated by unforeseen circumstances, the Superintendent shall have the power to decide and take appropriate action for an area not covered by the legal frameworks or a policy of the Board. The Superintendent shall inform the members of the Board of such action. The Board shall then consider whether it is necessary to formulate and adopt a policy to cover such circumstances.

The official copy of the policy manual for the District shall be kept in the Superintendent's office. Copies of the manual within the District shall be kept current, but if a discrepancy occurs between manuals, the Superintendent's version shall be regarded as authoritative.

Administrative regulations shall be formulated to implement the intentions of the policies of the Board. Regulations may be highly specific. The Board shall review administrative regulations prior to their implementation.

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

### **1.9—Policy Formulation**

The Board affirms through its policies and its policy adoption process, its belief that:

1. The schools belong to the people who create them by consent and support them by taxation;
2. The schools are only as strong as an informed citizenry and knowledgeable school staff allow them to be; and
3. The support is based on knowledge of, understanding about, and participation in the efforts of its public schools.

The following shall be the guidelines for policy adoption for the Ouachita River School District.

#### **General Policies**

Policies that are not personnel policies may be recommended by:

- The Board or any member of the Board;
- The Superintendent, Assistant Superintendent, any other administrator or employee of the District;
- Committee appointed by the Board; or
- Any member of the public.

Policies adopted by the Board shall be within the legal framework of the State and Federal Constitutions; appropriate State and Federal statutes; State rules; Federal regulations; and court decisions.

Except for personnel policies, when reviewing a proposed policy, the Board may elect to adopt, amend, refer back to the person proposing the policy for further consideration, take it under advisement, reject it, or refuse to consider the proposal.

#### **Licensed and Classified Personnel Policies**

Personnel policies (including employee salary schedules) shall be created, amended, or deleted in accordance with State law:

(1) Board Proposals:

The Board may adopt a proposed personnel policy by a majority vote. Such policies may be proposed to the Board by a Board member or the Superintendent. The Board may choose to adopt the proposal, as a proposal only, by majority vote.

Following the adoption of a proposed personnel policy, the proposal must be presented to the appropriate Personnel Policy Committee (PPC). Such presentation shall be in writing, to all members of the Committee.

When the PPC has possessed the proposed personnel policy for a minimum of ten (10) working days from the date the PPC received the proposed policy (i.e., ten (10) workdays, not including weekends or state or national holidays), the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address the proposed policy. Following the presentation, the Board may vote at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting to:

- a. Adopt the Board's original proposed policy as a policy;
- b. Adopt the PPC's counter proposed policy as a policy; or
- c. Refer the PPC's counter proposed policy back to the PPC for further study and revision. Any such referral is subject to the same adoption process as a proposed policy originating from the board.

## (2) Personnel Policies Committee Proposals:

Either PPC may recommend changes in personnel policies to the Board. When making such a proposal, the Chairman of the PPC, or the Chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board.

The Board may vote on the proposed policy at the same meeting at which the proposal is made, or, in any case, no later than the next regular Board meeting. In voting on a proposed policy from the PPC, the Board may:

- a. Adopt the proposal;
- b. Reject the proposal; or
- c. Refer the proposal back to the Personnel Policies Committee for further study and revision.

A copy of all personnel policies shall be signed by the president of the Board of Directors and kept in a central records location.

All personnel policies must be sent to the PPC for the minimum ten (10) days regardless of the intended effective date of the policy.

### **Effective date of policy changes:**

All personnel policy changes enacted during one fiscal year will become effective on the first day of the following fiscal year, July 1. This specifically includes any changes made between May 1 and June 30 to ensure compliance with state or federal laws; state rules; federal regulations; or the Division of Elementary and Secondary Education Commissioner's Memos. In addition, changes to policies to maintain compliance with state or federal laws; state rules; federal regulations; or Commissioner's Memos that are after June 30 but are adopted within ninety (90) days from the effective date of the legal change that created the need for the policy adoption shall become effective on the final date of adoption.

Changes made to licensed personnel policies between May 1 and June 30 that are **not** made to ensure compliance with state or federal laws; state rules; or federal regulations will take effect on July 1 of the same calendar year provided no later than five (5) working days after final board action, a notice of the change is

sent to each affected employee by first class mail to the address on record in the personnel file.<sup>1</sup> The notice of the change must include:

- a. The new or modified policy or policies provided in a form that clearly shows the additions underlined and the deletions stricken;
- b. A statement that due to the change(s), the employee has the power to unilaterally rescind his/her contract for a period of thirty (30) days after the school board took final action on the policy (policies). The rescission must be in the form of a letter of resignation within the thirty (30) day period.

Except for policy changes to ensure compliance with changes in the law that are adopted within the ninety (90) day window, for a policy change to be made effective prior to July 1 of the following fiscal year, a vote must be taken of appropriate PPC. If the affected PPC approves the earlier effective date by a majority vote, the policy becomes effective as of the date of the vote, unless otherwise specified by the Board in requesting such vote. No PPC vote taken prior to final board action will be considered effective to make a policy change.

All non-personnel policy changes may become effective upon the Board's approval of the change, unless the Board specifies a different date.

The District shall create, revise, and adopt a District student media policy in conjunction with the District's student media advisor(s) and appropriate District administrators.

The District's personnel policy committees shall annually review the District's student discipline policies along with State and District discipline data. Based on the committees' annual review, the committees may recommend changes to such policies to the Board of Directors.<sup>2</sup>

Parents, students, and school district personnel, including teachers, shall be involved in the development of student discipline policies.<sup>3</sup>

Cross References: 3.0—LICENSED PERSONNEL POLICY COMMITTEE  
3.1—LICENSED PERSONNEL SALARY SCHEDULE  
4.14—STUDENT Media AND THE DISTRIBUTION OF LITERATURE  
4.17—STUDENT DISCIPLINE  
8.0—CLASSIFIED PERSONNEL POLICY COMMITTEE  
8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Legal References: A.C.A. § 6-13-619(c)  
A.C.A. § 6-13-620  
A.C.A. § 6-13-636  
A.C.A. § 6-17-201 et seq.  
A.C.A. § 6-17-2301 et seq.  
A.C.A. § 6-18-502  
A.C.A. § 6-18-1202  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **1.10—Association Memberships**



The Board shall be a member of the Arkansas School Boards Association and may be a member of the National School Boards Association and other organizations which, in the opinion of the Board, will be beneficial to the Board in carrying out its duties more effectively.

Legal Reference: A.C.A. § 6-13-107

Date Adopted: November 17, 2008

Last Revised:

### **1.11—Board Member Training**

Individuals who are elected to serve on the District's board of directors are required to receive annual training related to board service. Board members who are elected to serve an initial or non –continuous term shall obtain a minimum of nine (9) hours of training by December 31 of the year following their election and a minimum of six (6) hours of training by December 31 of each calendar year thereafter. The initial nine (9) hours of training a board member receives shall include:

- Training on how to read and interpret an audit report; and
- Information regarding school safety and student discipline.

Board members who have served on the Board for twelve (12) or more consecutive months are required to obtain a minimum of six (6) hours of training by December 31 of each calendar year. Hours a board member obtains in excess of the required minimums may be carried forward through December 31 of the third (3<sup>rd</sup>) calendar year following the year in which the hours were earned.

The superintendent shall annually prepare a report of on board training hours to be presented to the Board at the Board's regular January meeting. The report shall be presented in a table format with a row for each board member and columns for each of the following:

1. The hours of training each school board member received between January 1 and December 31 of the previous calendar year;
2. Hours of training, if any, a board member carried forward from a previous year that were eligible to be counted by the board member towards the previous year;
3. The sum of numbers 1 and 2; and
4. The number of training hours the board member was required to receive during the previous calendar year.

A board member who failed to receive or carry forward the required number of hours of training, as indicated by the report, shall:

- a. Have from January 1 through thirty (30) days following the date of the January board meeting to complete the deficient hours of training; and
- b. Not participate in official business, except for school board training, until the board member obtains the deficient hours of training.

A board member who fails to receive the deficient hours of training within the time provided shall be removed from the board in accordance with Policy 1.2—BOARD ORGANIZATION AND VACANCIES unless the failure to receive the required hours of training was due to the board member's military service or a serious medical condition as indicated by a written sworn statement from the board member's treating physician. A board member who provides the necessary documentation demonstrating that the failure to receive the required hours of training was due to military service or a serious illness shall have until December 31 of the current calendar year to receive both the hours of training for the current calendar year and those the board member failed to obtain during the previous calendar year.

The training shall be focused on topics relevant to school laws, school operations, and the powers, duties, and responsibilities of the members of the board of directors. The responsibilities include, but are not limited to: legal requirements; role differentiation; financial management; improving student achievement; reading and interpreting an audit report; the duties and responsibilities of the various levels of employees within the district as well as those of the board of directors; and information regarding school safety and student discipline.

The district is responsible for maintaining a record of the hours of training received by each board member. Board members shall make a concerted effort to submit documentation of training they have received to the superintendent or the superintendent's designee. In the absence of such documentation, the district shall attempt to obtain records of training received from training providers.

Such training may be obtained from an institution of higher learning, from instruction provided by the Division of Elementary and Secondary Education (DESE), the Arkansas School Boards Association, or from other providers approved by the DESE.

A statement regarding the number of hours of training received each preceding calendar year shall be:

- Part of the district's comprehensive school plan and goals;
- Published in the same way as other components of the comprehensive plan and goals are required to be published;
- Part of the annual school performance report required to be submitted to, and published by the DESE.

Board members shall be reimbursed, from school funds, for expenses relating to such training and board members shall be paid a per diem stipend for days necessary to attend such training with the amount of such stipend to be determined by the Board in July of each year.<sup>1</sup>

Legal References: A.C.A. § 6-13-629  
DESE Rules Governing Required Training for School Board Members  
Standards for Accreditation 3-A.6 and 5-A.1

Date Adopted: November 17, 2008

Last Revised: June 21, 2021

## **1.12—Committees**

From time to time, in order to obtain and/or encourage public participation in the operation of the District, the Board may appoint committees, which may include members of the public, students, parents, and school employees, as well as members of the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.<sup>1</sup>

Legal Reference: A.C.A. § 25-19-106

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

## **1.13—Superintendent / Board Relationship**

The Board's primary responsibility is to develop, working collaboratively with the community, a vision and mission for the District. The Board formulates and adopts policies to achieve that vision and elects a Superintendent to implement its policies. The Board and the Superintendent and the relationship between them set the tone for the district to follow. The relationship is enhanced when both parties understand their roles and carry them out in an ethical and professional manner working to develop a relationship of mutual trust and respect.

The Superintendent and staff are responsible for administering the Board's policies and will be held responsible for the effective administration and supervision of the District. The Superintendent is authorized to develop and implement administrative regulations to fulfill the Board's policies, provided such regulations are consistent with the intent of the Board's policies.

Date Adopted: November 17, 2008

Last Revised:

### **1.14—Meeting Agenda**

The agenda guides the proceedings of the Board meeting. The Superintendent shall prepare the agenda with consultation from the Board President. Other members of the Board who desire to have an item placed on the monthly agenda may do so by contacting the Superintendent or, in writing, the Board President by the date established in this policy and the item will be duly considered for inclusion.

At each regular monthly meeting of the Board, a report or presentation regarding student academic data or performance shall be provided to the Board.

The chairman of the PPC, or the chairman's designee, shall be placed on the Board of Director's meeting agenda to make an oral presentation to the Board to address either a personnel policy proposed by the Board that the PPC committee has possessed for no less than 10 work days or a personnel policy that the PPC wishes to propose to the Board.

District patrons wishing to have an item placed on the Board meeting's agenda must submit their requests, in writing to the Superintendent, at least 5 days prior to the meeting of the Board. The written request must be sufficiently descriptive to enable the Superintendent and Board President to fully understand and evaluate its appropriateness to be an agenda item. Such requests may be accepted, rejected, or referred back to the individual for further clarification.

The Superintendent shall notify the Board President of all written requests to be placed on the agenda along with the Superintendent's recommendation concerning the request. No item shall be placed on the agenda that would operate to prejudice the Board concerning a student or personnel matter that could come before the Board for disciplinary or employment considerations or that is in conflict with other District policy or law.

Patrons whose written request to be placed on the meeting's agenda has been accepted shall have a time limit set by the board President. The speaker shall limit his/her comments to the approved topic/issue or forfeit his/her right to address the Board. The members of the Board will listen to the patron's presentation, but shall not respond to the presenter during the meeting in which the presentation is made. The Board may choose to discuss the issue presented at a later meeting, but is under no obligation to do so.

The Superintendent shall be responsible for Board members receiving copies of the Agenda with all accompanying pertinent information at least five (5) days prior to the meeting.

This policy's advance notice requirements do not apply to special or called board meetings.

Cross Reference: 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2305

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

### **1.15—Tort Immunity**

The District, as well as its agents, officers, employees, and volunteers are immune from liability for negligence, pursuant to A.C.A. § 21-9-301. When allegations of negligence are raised, whether in litigation or not, the statutory grant of immunity will be asserted.

The School Board retains the right to settle claims for negligence, as authorized by A.C.A. § 21-9-301, but it shall do so only in the most extraordinary circumstances. If any claim is settled, the District and the School Board specifically do not waive immunity above the amount of the settlement, nor is that immunity waived for any other claim, at any time, regardless of whether it is similar in nature.

Date Adopted: November 17, 2008

Last Revised:

### **1.16 —Duties of Board Disbursing Officer**

The disbursing officer<sup>1</sup>, along with the superintendent, shall be responsible for signing, manually or by facsimile, all warrants and checks other than those issued for food service and activity funds.<sup>2</sup>

In addition, the Disbursing Officer must pre-authorize the electronic transfer of funds. For non-recurring transactions, the authorization can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.<sup>3</sup> For recurring transactions, the Disbursing Officer may provide a one-time, signed authorization.

Cross References: 1.2—BOARD ORGANIZATION and VACANCIES  
7.20—ELECTRONIC FUND TRANSFERS

Legal Reference: A.C.A. § 6-13-618(c)

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

### **1.17—Nepotism**

#### **DEFINITIONS:**

“Commissioner” means the Commissioner of Elementary and Secondary Education.

“Family or family member” means:

- a. An individual’s spouse;
- b. Children of the individual or children of the individual’s spouse;
- c. The spouse of a child of the individual or the spouse of a child of the individual’s spouse;
- d. Parents of the individual or parents of the individual’s spouse;

- e. Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- f. Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- g. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

"Initially employed" means:

- A. Employed in either an interim or permanent position for the first time or following a severance in employment with the school district; or
- B. A change in the terms and conditions of an existing contract, excluding movement of an employee on the salary schedule that does not require board action.

**NEW HIRE OF SCHOOL BOARD MEMBER'S RELATIVE AS SCHOOL EMPLOYEE**

The district shall not initially employ a present board member's family member for compensation in excess of five thousand dollars (\$5,000) unless the district has received approval from the Commissioner. The employment of a present board member's family member shall only be made in unusual and limited circumstances. The authority to make the determination of what qualifies as "unusual and limited circumstances" rests with the Commissioner whose approval is required before the employment contract is effective, valid, or enforceable.

Initial employment for a sum of less than five thousand dollars (\$5,000) per employment contract or, in the absence of an employment contract, calendar year does not come under the purview of this policy and is permitted.

The board member whose family member is proposed for an employment contract, regardless of the dollar amount of the contract, shall leave the meeting until the voting on the issue is concluded and the absent member shall not be counted as having voted.

**EXCEPTION: SUBSTITUTES**

Qualified family members of board members may be employed by the district as substitute teachers, substitute cafeteria workers, or substitute bus drivers for a period of time not to exceed thirty (30) days per fiscal year.<sup>1</sup>

A family member of a school board member having worked as a substitute for the district in the past does not "grandfather" the substitute. The thirty (30) day maximum limit is applied in all cases.

**EXISTING EMPLOYEES WHO ARE FAMILY MEMBERS OF SCHOOL BOARD MEMBERS—RAISES, PROMOTIONS OR CHANGES IN COMPENSATION**

Any change in the terms or conditions of an employment contract including length of contract, a promotion, or a change in the employment status of a present board member's family member that would result in an increase in compensation of more than two thousand five hundred dollars (\$2,500), and that is not part of a state mandated salary increase for the employee in question, must be approved by the Commissioner before such changes in the employment status is effective, valid, or enforceable.

**QUALIFICATIONS FOR RUNNING FOR SCHOOL BOARD MEMBER UNCHANGED**

The employment status of a citizen's family member does not affect that citizen's ability to run for, and, if elected, serve the school board provided he/she meets all other statutory eligibility requirements.

Legal Reference: A.C.A. § 6-24-102, 105

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

### **1.18—District Audits**

The District's annual audit serves as an important opportunity for the Board of Directors to review the fiscal operations and health of the district. As such, it is vital Board members receive sufficient explanation of each audit report to enable the members to understand the report's findings and help them better understand the District's fiscal operations.

The District shall have an audit conducted annually within the timelines prescribed by law. The audit shall be conducted by Arkansas Legislative Audit or through the audit services of a private certified public accountant(s) approved by the Board.

The Board of Directors shall review each annual audit at the first regularly scheduled board meeting following the receipt of the audit if the District received the audit prior to ten (10) days before the regularly scheduled meeting. If the audit report is received less than ten (10) days prior to a regularly scheduled board meeting, the board may review the report at the next regularly scheduled board meeting following the ten (10) day period.

The Superintendent shall present sufficient supporting/background information relating to the report's findings and recommendations which will enable the Board of Directors to direct the Superintendent to take appropriate action in the form of a motion or motions relating to each finding and recommendation contained in the audit report. Actions to be taken will be in sufficient detail to enable the Board of Directors to monitor the District's progress in addressing substantial findings and recommendations and subsequently determine that they have been corrected. The minutes of the Board's meeting shall document the review of the audit's findings and recommendations along with any motions made by the Board or actions directed to be taken by the Superintendent or designee.

The Board of Directors is responsible for presenting the audit's findings each year to the public .<sup>1</sup>

Legal References: A.C.A. § 6-1-101(d)(1)(2)(3), A.C.A. § 6-13-620(6)(F)

Date Adopted: April 18, 2011

Last Revised: April 27, 2020

### **1.19—Board Member Length of Term and Holdovers**

The District has 7<sup>1</sup> Board of Directors members. Each member is elected for a term of service of 5<sup>2</sup> years. Members may be re-elected to serve consecutive terms so long as the member continues to meet the eligibility requirements for board service.

A board member remains in office until the member's successor has been sworn into office. In the event a board member's term of office has expired and no one is elected to replace the member, the board member becomes a "holdover" and is treated as having been re-elected to office for another 5-year term; Board members may only serve one term as a holdover and may be re-elected to the board at the expiration of his/her term. Consequently, should no individual be elected to the position at the expiration of the holdover term, the position shall be declared to be vacant and filled in accordance with Policy 1.2—BOARD

ORGANIZATION AND VACANCIES and Arkansas law. Board members not wishing to continue as a holdover may resign from office and the position is to be filled in accordance with Policy 1.2.

Legal References:

A.C.A. § 6-13-608  
A.C.A. § 6-13-611  
A.C.A. § 6-13-616  
A.C.A. § 6-13-630  
A.C.A. § 6-13-631  
A.C.A. § 6-13-634  
Arkansas Attorney General Opinion 2003-319  
Arkansas Attorney General Opinion 2015-112  
Arkansas Constitution Article 19, Section 5

Date Adopted: June 22, 2015

Last Revised: June 24, 2019

### **1.21—Date of Annual School Board Election**

The annual school board election for the Ouachita River School District shall be held on the:<sup>1</sup>

- Date of the preferential primary election in even-numbered years; and
- Second Tuesday in May in odd-numbered years.

Individuals wishing to run for office in the election may begin circulating petitions to collect signatures ninety (90) days before:<sup>2</sup>

- The Tuesday after the second Monday in November for elections held concurrently with a preferential primary election for years when the office of President of the United States will appear on the ballot at the general election; or
- March 2 for elections held concurrently with a preferential primary election for years in which the office of Governor will appear on the ballot at the general election and elections held in odd years.

Candidates may file their petition, affidavit of eligibility, and political practices pledge with the county clerk during a one week filing period that closes at noon on:<sup>3</sup>

- The Tuesday after the second Monday in November for elections held concurrently with a preferential primary election for years when the office of President of the United States will appear on the ballot at the general election; or
- March 2 for elections held concurrently with a preferential primary election for years in which the office of Governor will appear on the ballot at the general election and elections held in odd years.

A copy of this policy will be provided annually to the county clerk and the county election commission at least one hundred (100) days before the day the candidate filing period opens.<sup>4,5</sup>

Legal References: A.C.A. 6-14-102  
A.C.A. § 6-14-111  
A.C.A. § 7-7-203

Date Adopted: October 23, 2017

Last Revised: May 22, 2023

## **1.22—Recording of Board Meetings**

The District shall record<sup>1</sup> all meetings of the District's Board of Directors, including subcommittee meetings, except as follows:

- Executive sessions of the Board of Directors and
- Student disciplinary hearings that are closed to the public.

The District shall retain meeting recordings for one (1) year.

Note: <sup>1</sup> The recordings may be in audio only or video and audio both.

Cross References: 1.12—COMMITTEES  
6.1—COMMUNICATION GOALS  
7.15—RECORD RETENTION AND DESTRUCTION

Legal Reference: A.C.A. § 25-19-106

Date Adopted: June 24, 2019

Last Revised: May 22, 2023

## **1.23—Visits to School Property by School Board Members**

Given that school board members have no power except at a properly called school board meeting where a quorum of school board members is present, board members shall not be present on school property unless they are:

1. Attending a:
  - School board meeting; or
  - Meeting of a District committee that the board member is a member of;
2. Signing District documents that require the board member's signature;
3. Meeting with the superintendent in the superintendent's office;
4. On campus for a valid reason related to the board member's student, including but not limited to:
  - Attending a parent teacher conference concerning the board member's student;
  - Meeting with the principal of the board member's student's school regarding the board member's student;
  - Attending a school-wide scheduled event for their student's school;
5. Attending a school sponsored public event, including but not limited to:
  - Athletic events;
  - Performing arts productions;
  - Graduation ceremonies;
6. Acting as a volunteer coach for a district program following approval from the rest of the board of directors for the board member to be a volunteer coach; or
7. participating in announced and scheduled campus tours organized by the superintendent or the superintendent's designee.

Board member attendance at numbers five (5) and six (6) above shall satisfy the board member's statutory duty under A.C.A. § 6-13-620 (9)



A school board member who is present on school campus for any reason other than a reason authorized under this policy shall be asked to leave campus. If the board member does not leave after being asked, the board member will be considered a trespasser, and local law enforcement will be called to respond.

Cross References: 1.7—POWERS AND DUTIES OF THE BOARD  
6.4—VOLUNTEERS  
6.5—VISITORS TO THE SCHOOLS

Legal References: A.C.A. § 6-13-620  
A.C.A. § 6-22-105

Date Adopted: May 22, 2023  
Last Revised:

## **1.24—Board Representative On Education Service Cooperative Board of Directors**

The Ouachita River School District Board of Directors shall adopt a resolution to appoint an individual as the Board’s representative on the DeQueen Mena<sup>1</sup> Education Service Cooperative Board of Directors during a legally held meeting of the Board that is signed by both the Board president and secretary.

The individual selected to represent the Board on the DeQueen Mena<sup>1</sup> Education Service Cooperative Board of Directors shall reside within the boundaries of the District<sup>2</sup> and fall under one (1) of the following:

- The District superintendent;
- An employee of the District;
- A member of the District’s Board; or
- A member of the District community.

A copy of the resolution shall be forwarded to the director of the DeQueen Mena<sup>1</sup> Education Service Cooperative:

- By June 30 of each year; and
- As soon as possible after the Board selects a representative to fill a vacancy.

The appointment as the Board’s representative on the DeQueen Mena<sup>1</sup> Education Service Cooperative shall be for a two (2) year term. An individual shall hold over until the individual’s successor is appointed. The Board may appoint the same individual for subsequent terms.

Legal Reference: A.C.A. § 6-13-1006

Date Adopted: May 22, 2023  
Last Revised:

## **SECTION 2—ADMINISTRATION**

## **2.1—Duties of the Superintendent**

The Superintendent, as the chief executive officer of the Board and the school system, shall be the administrative head of all departments in the District. The Superintendent shall be responsible to the Ouachita River School Board of Education for administering the school system according to the mandates of the laws, Division of Elementary and Secondary Education, other agencies of jurisdiction, and policies governing school operations. While the Superintendent may delegate his/her duties when and where necessary and appropriate, he/she shall be responsible to the Board for the results of those duties delegated.

The Superintendent shall be the Ex officio financial secretary as provided for in A.C.A. § 6-17-918(a).

Some of the Superintendent's duties include:\*

1. Implementing the policies of the Board;
2. Being responsible for the planning and implementation of an educational program in accordance with State and Federal requirements and the needs of the District;
3. Reporting to the Board concerning the status of the educational program, personnel, and operations, and making recommendations for improving instruction, activities, services, and facilities;
4. Acting as a liaison between the Board and school personnel;
5. Making recommendations to the Board concerning personnel employment, discipline, and termination;
6. Communicating the District's vision and mission to staff, students, parents, and the community;
7. Being responsible for the development of short- and long-term goals for the District;
8. Preparing and presenting an annual budget for the District to the Board for its consideration;
9. Administering the District's budget and regularly reporting to the Board on the financial condition of the District;
10. Attending and participating in all meetings of the Board except when his employment is being considered;
11. Preparing, in consultation with the Board President, the agenda for all Board meetings;
12. Being responsible for the planning and implementation of an effective personnel evaluation system that is aligned with the goals of the District; and
13. Maintaining a current knowledge of developments in curriculum and instruction, as well as pertinent legal changes, and advising the professional staff and Board of such information.

\* These duties and responsibilities may be amended by your district as needed.

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

## **2.2—Superintendent Compensation**

The salary and employment benefits of the Superintendent shall be determined by the Board. This includes such benefits as insurance, transportation allowances, annual vacations, holidays, and any other entitlements as deemed appropriate.

Date Adopted: November 17, 2008

Last Revised:

## **2.3—Superintendent Attendance at School Board Training Conferences**

The Ouachita River School District Board of Directors recognizes the District benefits from the superintendent and the members of the Board of Directors jointly attending school board member training conferences. The joint attendance provides an opportunity for the superintendent and members of the Board of Directors to develop their working relationship in a less formal setting and allows the superintendent and members of the

Board of Directors to jointly build upon the training received. These benefits are even more evident when the superintendent is new to the District.

In recognition of these benefits, the Board of Directors authorizes the Ouachita River School District to cover the costs associated with the current superintendent or the individual who has a signed superintendent contract with the Ouachita River School District for the upcoming school year to jointly attend school board training conferences with the members of the Board of Directors.

Date Adopted: February 26, 2018

Last Revised:

### **2.3.A – Duties of the Principal**

1. Qualifications - Must meet the requirements as set forth by the State Department of Education for a Class A School.
2. Election - Shall be elected by the Board of Education upon the recommendation of the superintendent at the regular February meeting of the Board.
3. Dismissal - Same procedures as set forth under instructional staff.
4. The principal shall have the responsibility of maintaining proper staff relations with all officers of the school system. Their specific responsibilities shall be:
  - A. To guide, supervise, and evaluate the instructional and guidance program of the school.
  - B. To guide and evaluate the work of all personnel assigned to the school under him/her.
  - C. To supervise the operation and maintenance of buildings, grounds, and other school property assigned to their care.
  - D. They must study the needs of the students individually and collectively.
  - E. The overall discipline of the school is directly the responsibility of the principals. They do have the right, however, to insist that teachers and others give them their cooperation.
  - F. They must be able to get the truth out of those violating school regulations. Failure to do this could encourage children to follow a pattern of making false statements in order to defend themselves.
  - G. They should deal strongly with those pupils sent to their office by individual teachers. A teacher is not likely to send any child to the principal or superintendent's office without a good cause, but when he does, he must know that he/she is going to get the strongest backing possible, if after checking, the child is actually guilty.
  - H. They should know what is going on by moving about the buildings and grounds, observing teachers, pupils, athletic and other groups. By doing this an alert administrator will be constantly in contact with situations that need their attention.
  - I. The principal must look far enough ahead to keep their schedule running smoothly at all times.
  - J. They should be friendly and courteous at all times, meeting all visitors to the school.
  - K. The principal should be the first person at the school building before any school program.
  - L. They should see that all equipment is back in place as soon as possible after a school program is over.
  - M. They should insist on good housekeeping. This adds to the personality of any school room or building.
  - N. They should hold regular teachers' meetings. They have the authority to require teachers to attend these meetings and insist that they meet on time.
  - O. Cases of student illness or injury should be reported to the principal immediately. The principal should contact the parent if possible and see that the student gets home or to his family doctor. A sick or injured child must not be permitted to go home alone. Indications of contagious or communicable diseases and *serious* injury should be reported to the Superintendent's office by the principal.
  - P. The principal shall make a schedule of teachers and the dates they have basketball game duty.

## **Guidelines for Compliance with AR Law 6-17-113**

All principals must report an incident to local law enforcement for investigation and to the Board for adjudication when:

A principal has:

- direct knowledge, OR has received information leading to reasonable belief that a student has committed:
- a felony on school property, OR
- a felony while under school supervision, OR
- a violent criminal act against: teacher, principal, employee or student.

### **Incidents That Must be Reported:**

#### **Crimes against Persons:**

Report the incident when the result of a student's conduct is believed to be:

- death (capital murder, first degree murder, manslaughter)
- deprivation of liberty of another (kidnapping, first degree false imprisonment)
- physical injury to another (first and second degree battery)
- others were put at risk of death or serious physical injury (aggravated assault)

#### **Crimes against property:**

Report the incident when it is believed that:

- property was taken by deception or theft and value of property is over \$200 (theft)
- property was taken by threat or by force (theft, robbery)
- the property taken was a credit card (theft)
- a fire was started (arson and lesser offenses)
- a student remained in school building to commit a crime (burglary)
- a student broke into school building to commit a crime (burglary)
- a student broke into building, structure, vehicle, or object containing money or products. (breaking and entering)

#### **Sex Offenses:**

Report the incident if sexual contact is believed to have occurred:

- by force (rape)
- victim was under age 14 (rape, lesser offenses)
- victim was unable to consent because of mental defect or mental incapacity or because he or she is physically helpless. (rape, lesser offenses)

#### **Drug Offenses:**

Report the incident if a student is believed to possess:

- drugs or controlled substances
- drug paraphernalia

#### **Weapons Offense:**

Report the incident if a student is believed to possess:

- a bomb
- any firearm
- metal knuckles or similar device

#### **Note:**

- A principal has *no discretion whatsoever*. If a principal has reason to believe that an incident has occurred that satisfies the guideline above, the incident *must* be reported, regardless of the age of the student or other mitigating factors. A principal who fails to report a felony is subject to criminal prosecution for that failure.

- Possible defenses to criminal acts should not be considered (self-defense, etc.)
- Do not attempt to distinguish between degrees of involvement when several students are involved. All students who may have participated in or planned an incident should be reported to local law enforcement.
- Do not attempt to distinguish between attempt and a complete crime. A student who has taken substantial steps toward committing a crime described above may have committed a felony and should be reported to local law enforcement.

### **Principals to Report Possible Students Who May Have Committed Felonies to Local Law Enforcement**

All principals of the ORSD shall report incidents that may constitute felonies to local law enforcement agencies for investigation and to this Board for adjudication. A principal shall make such a report when he/she has direct knowledge or has received information leading to a reasonable belief that a student has committed a felony on school property, a felony while under school supervision or a violent criminal act against a teacher, principal, employee or student.

#### **Local Policy**

Date Adopted: November 17, 2008

Last Revised: February 26, 2018

### **2.3.B Superintendent’s Responsibilities for District Security**

The board of directors for the Ouachita River School District recognizes that in order to provide its students and staff with some protection from an active shooter situation, or other life threatening situations, appropriate actions must be taken to prevent, or mitigate the horrific damage that can result from such events. In order to meet this challenge, the board is directing the superintendent to have the security of the physical plant reviewed periodically and to implement any viable recommendations that may arrive from these reviews. The superintendent is now directed to create and maintain an Emergency Response Team, (ERT). The ERT will consist of individuals from each campus. ERT members must be district employees. ERT membership will be on a voluntary basis. ERT members must be mentally ready and willing to meet the demanding challenges that are presented if an active shooter situation or other similar emergency should ever arise at the Ouachita River School District. Prior to being named to the team, each volunteer employee will be carefully screened by the superintendent and pass a psychological evaluation. Once these requirements are met then the employee must successfully complete the Polk or Montgomery County Reserve Officer Course. The County Sheriffs will secure the necessary training opportunities for the ERT members to continue their certifications as Reserve Officers. All ERT members will be required to participate in the random drug screening program. If any member at any time believes they can no longer meet the requirements to serve on the ERT they can resign at any point. Serving on, resigning from, or declining to serve on the ERT will have no bearing on the employee’s regular employment contract. All equipment provided to ERT members by the district or any associated grant is the property of the district and must be properly maintained, secured, and returned in accordance with the procedures established by the superintendent. The superintendent is directed to seek input from local law enforcement agencies with the development of the ERT and with ongoing reviews of the ERT and its associated procedures. The superintendent is also directed to seek cooperative training exercises for the ERT with local law enforcement agencies. A “one time only” stipend will be provided to each ERT member to help offset some of the initial expenses of the training and associated supplies.

#### **Local Policy**

Date Adopted: June 25, 2018

Last Revised:

## **2.4 Supervisor of Cafeteria**

Duties and responsibilities include the following:

1. To purchase food and supplies for the lunchroom.
2. To recommend persons for employment as lunchroom workers.
3. To supervise the cafeteria and its entire operations under the direction of the superintendent.
4. To work with the superintendent regarding the payment of bills and submission of monthly and annual reports to the state offices.
5. To implement the federal and state food service regulations.

### **Local Policy**

Date Adopted: November 17, 2008

Last Revised:

## **SECTION 3—LICENSED PERSONNEL**

### **3.0—Licensed Personnel Policy Committee**

#### **Membership**

The membership of the licensed personnel policy committee (PPC) shall be:

1. Five (5)<sup>1</sup> members who are classroom teachers as follows:
2. Up to three (3)<sup>2</sup> administrators appointed by the superintendent, which may include the superintendent.

#### **Election of Teacher Members**

The five (5)<sup>1</sup> teacher members of the PPC shall be elected as follows:<sup>3</sup>

The election for the teacher members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A teacher may cast a ballot to vote for the candidate(s)<sup>3</sup> the teacher is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.<sup>4</sup>

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

#### **Length of Term**

The length of term for teacher members of the PPC shall be two (2)<sup>5</sup> years. Terms of teacher members shall be staggered so that, to the extent possible, an equal number of teacher members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings through the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.<sup>6</sup>

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Cross Reference: 1.9—POLICY FORMULATION

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

Date Adopted: May 22, 2023

Last Revised:

### **3.1—Licensed Personnel Salary Schedule**

The normal base contract period for teachers is 190 days. The salary distribution for a 190 day teacher contract shall be made in twelve installments beginning in August and shall be paid monthly on or about the twentieth of each month but no later than the last day of the month. The checks for June and July will be issued prior to June 30. In the event any employee enters into employment for less than 190 days or whose employment with the district terminates prior to the completion of the contracted number of days, the salary will be paid according to the number of contract days actually worked. For the purposes of the salary schedule, a teacher will have worked a “year” if he/she works at least 160 days.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the bookkeeper. The appropriate salary increase will be reflected in the next paycheck provided it is at least two weeks from the time the notice and documentation is delivered. All salary changes will be on a “go forward” basis, and no back pay will be awarded.

#### **Arkansas Professional Educator Preparation (ArPEP) Program**

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

#### **Licensed Employee Seeking Additional Area or Areas of Licensure**

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



### Certified Salary Schedule 2023-2024

School Experience	eFinance Step	BSE Range 1	BSE +15	MSE Range 3
0	1	50,000	50,000	50,000
1	2	50,000	50,000	50,000
2	3	50,000	50,000	50,000
3	4	50,000	50,000	50,000
4	5	50,000	50,000	50,000
5	6	50,000	50,000	50,000
6	7	50,000	50,000	50,000
7	8	50,000	50,000	50,000
8	9	50,000	50,000	50,000
9	10	50,000	50,000	50,000
10	11	50,000	50,000	50,000
11	12	50,000	50,000	50,000
12	13	50,000	50,000	50,200
13	14	50,000	50,000	50,700
14	15	50,000	50,000	51,200
15	16	50,000	50,000	51,700
16	17	50,000	50,000	52,200
17	18	50,000	50,000	52,700
18	19	50,000	50,000	53,200
19	20	50,000	50,000	53,700
20	21	50,000	50,000	54,200
21	22	50,000	50,000	54,700
22	23	50,000	50,400	55,200
23	24	50,000	50,850	55,700
24	25	50,000	51,300	56,200
25	26	50,000	51,750	56,700

\s\ Chris Tedder, President of the Board

**2023-24  
Indexes / Stipends**

Position	Work Days	Index	Stipend
Superintendent	245	Neogoiated	
Asst. Superintendent	245	Neogoiated	
Curriculum Director	245	Neogoiated	
Instructional Facilitator	240	1.7	
Principal	240	0.4925	
Acorn High School Counselor	240		
Oden Counselor	240		
Instructional Coaches	210		
Instructional Coaches	190		
504 Campus Coordinator/Instructional Coach		1.025	
Agriculture Teacher	245		
Business Ed. Teacher	205		
Athletic Coaches	210		
Alternative & Cafeteria Director	210		
Librarian	200		
FACS Teacher	200		
Experience	> 25 Years		1,000
Experience	> 20 Years		750
Experience	>15 Years		500
Acorn Elementary Counselor	210	1.05	
Critical Shortage Area Incentive Bonus			4,000
SPED Teachers/AE Teacher			150 per folder
National Board Certification			1,000
Dean of Students			1,000
Band Director			2,500
Choir Director			2,000
Quiz Bowl & Trap			300 per team
Annual Sponsor			2,500
Athletic Director			500
Cheer Sponsor, Wrestling, & Archery			1,500
Elementary Christmas Program			1,500
Concession Stand Coordinator			1,500
Cross Country Track			1,225 per team
Distance Learning Teacher			500 per semester
Elementary Duty			300
FCCLA/FBLA/FFA			1,500
ESL/NHS/GT Coordinator			500
Golf / Tennis			300
Junior Basketball			2,025 per team
Parent Involvement Coordinator			300
Pee Wee Program Director			1,500
Senior & Junior Track			975 per team
Senior Basketball			3,050 per team
Softball & Baseball			2,000 per team
Asst. Basketball, Softball, Baseball, Track & X Country, & Powerlifting,			500
Tutoring Program Teachers/ORSD Public Relations & Marketing Director			30
Non-Teaching Employee Salary			\$30.00 a hour

\s\ Chris Tedder, President of the Board

Approved documentation regarding salary range advancement on the district salary schedule must be submitted on or before August 10 to receive a salary increment for the fall semester or on or before January 10 to receive a salary increment for spring semester.

Approved documentation regarding salary range advancement on the district salary schedule must be submitted on or before August 10 to receive a salary increment for the fall semester or on or before January 10 to receive a salary increment for spring semester.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-201, 202, 2403  
A.C.A. § 6-20-2305(f)(4)  
DESE Rules Governing Documents Posted to School District and Education Service Cooperative Websites

Local Policy

Date Adopted: August 28, 2008

Last Revised: April 24, 2023

### **3.2—Licensed Personnel Evaluations**

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

"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.<sup>1</sup>

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

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

#### **Teachers**

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four

(4) years. To establish the initial four (4) -year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by drawing names out of a hat.<sup>2</sup> Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.<sup>3</sup>

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:<sup>3</sup>

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

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

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

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

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

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

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

Building level or district level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's inquiry category building level or district level leaders will be selected for evaluation by drawing a name out of a hat.<sup>2</sup> Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.<sup>3</sup>

A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

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

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative evaluation. The Building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

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

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

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

Cross Reference: 8.2—CLASSIFIED PERSONNEL EVALUATIONS

Legal References: A.C.A. § 6-17-2801 et seq.  
A.C.A. § 11-3-204  
DESE Rules Governing Educator Support and Development

Date Adopted: March 17, 2014

Last Revised: February 26, 2018

### 3.3—Evaluation of Licensed Personnel by Relatives

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

Date Adopted: August 28, 2008

Last Revised:

### 3.4—Licensed Personnel Reduction in Force

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for Accreditation of 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.

#### Option 1

If a reduction in force becomes necessary in a licensure area and/or specific grade level(s), the teacher's length of service in the district shall be the initial determining factor. The teacher with the most years of employment as a licensed teacher in the district **as compared to other teachers in the same licensure area and/or specific grade level(s)** shall prevail. Length of service in a classified position shall not count for the purpose of length of service for a licensed position. Total years of service to the district shall include non-continuous years of service. Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year.

In the event that two (2) employees subject to a RIF have the same length of service, the employee with the higher number of points as determined by the schedule contained in this policy shall be retained. The teacher with the fewer points will be non-renewed or terminated first. In the event two (2) or more employees have the same number of points, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30<sup>2</sup>.

#### Points<sup>3</sup>

- Years of service in the district—1 point per year  
All licensed position years in the district count including non-continuous years.  
Service in any position not requiring teacher licensure does not count toward years of service.  
Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year.
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points—Master's degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points

- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure<sup>2</sup>.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change<sup>4</sup>. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

(Option 2)

For a period of up to one (1) year from the date of board action on the teacher's non-renewal or termination recommendation, a teacher who is non-renewed from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 FTE, has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

## **SECTION TWO<sup>5</sup>**

### **Option A**

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference: A.C.A. § 6-17-2407

Local Policy

Date Adopted: August 28, 2008

Last Revised: May 24, 2021

### **3.5—Licensed Personnel Contract — Return**

An employee shall have thirty (30) days from the date of the receipt of the employee's 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<sup>1</sup> 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 rejection of the offer of employment 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 rejection of the offer of employment final.

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **3.6—Licensed Personnel Employee Training**

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment<sup>1</sup> that:

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

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

As part of the District's School District Support Plan (SDSP), the District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's school-level improvement plan (SLIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.<sup>2</sup> A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP, but not to exceed sixty (60) total hours of PD.<sup>3</sup> All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school



year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination ~~or nonrenewal~~ of the contract of employment.

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

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

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis. The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee.<sup>4</sup> Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.<sup>5</sup>

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

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

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

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

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

Beginning in the 2013-14 school-year and every fifth year thereafter, all District personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

Beginning in school year 2023-24, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies at least one (1) time.

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

Beginning in the 2023-24 school-year, teachers shall receive at least two (2) hours of PD in Arkansas History at least one (1) time. A teacher who provides instruction in Arkansas history may be required to receive additional hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and
- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license that is directly related to literacy, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District's SLIPs.

Beginning in the 2023-24 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Beginning in the 2023-24 school-year and every fifth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health ~~First Aid~~ training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

In addition to the mental health training otherwise required by this policy, all district employees shall receive mental health awareness training.

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

Starting in the 2024-2025 school year and every two (2) years thereafter, principals, guidance counselors, teachers, and other relevant school personnel with direct contact and supervision of students shall receive seventy-five (75) minutes of training, in person or online, on the recognition of signs and symptoms of seizures and the appropriate steps for seizure first aid that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America. In addition, at least two (2) employees at each school shall receive training that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America to:

1. Administer or assist with the self-administration of:
  - A seizure rescue medication or medication prescribed to treat seizure disorder symptoms; and
  - A manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet; and
2. Recognize the signs and symptoms of seizures and the appropriate steps to be taken to respond to these symptoms.

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

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

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

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.<sup>6</sup>

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

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.<sup>7</sup>

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

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

meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty-six (36) hours of PD required annually for license renewal.<sup>8</sup>

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

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

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A. § 6-18-2409. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

As part of the District's implementation of the District's positive behavioral support system, District administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

Employees who are members of the District's behavioral threat assessment team shall receive basic and advanced behavioral threat assessment training through the Arkansas Center for School Safety of the Criminal Justice Institute or another organization or entity approved by the state board.

The District shall not require a school employee to complete or participate in implicit bias training, which is defined as a training or educational program designed to expose an individual to biases that the training's or educational program's developer or designer presumes the individual to unconsciously or unintentionally possess that predispose the individual to be unfairly prejudiced in favor of or against a thing, person, or group to adjust the individual's pattern of thinking in order to eliminate the individual's unconscious or unintentional bias or prejudice. A District employee may leave a training that the employee is attending if the employee determines that the training addresses implicit biases. The District shall not take adverse employment action against an employee for the employee's failure or refusal to complete or participate in implicit bias training.

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

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;

- Distance and online learning (including ArkansasIDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

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

PD activities shall relate to the following areas:

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

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

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the emergency communication method with law enforcement (A.C.A. § 6-15-1302);
- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual lockdown drills (6-15-1303).<sup>9</sup>
- Act and fiscal and facilities distress statutes and rules; and
- Annual lockdown drills (6-15-1303).<sup>9</sup>

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

4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT  
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

- Legal References: Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
DESE Rules Governing Professional Development  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing school-based Automated External Defibrillator (AED) devices and Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools  
DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements  
DESE Rules Governing the Right to Read Act  
DESE Rules Governing Student Special Needs Funding  
DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings  
A.C.A. § 6-10-121  
A.C.A. § 6-10-122  
A.C.A. § 6-10-123  
A.C.A. § 6-15-1004(c)  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-15-2912  
A.C.A. § 6-15-2913  
A.C.A. § 6-15-2914  
A.C.A. § 6-15-2916  
A.C.A. § 6-16-1203  
A.C.A. § 6-17-124  
A.C.A. § 6-17-429  
A.C.A. § 6-17-703  
A.C.A. § 6-17-704  
A.C.A. § 6-17-708  
A.C.A. § 6-17-709  
A.C.A. § 6-17-710  
A.C.A. § 6-17-711  
A.C.A. § 6-17-2806  
A.C.A. § 6-17-2808  
A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-720  
A.C.A. § 6-18-2004  
A.C.A. § 6-18-2404  
A.C.A. § 6-18-2408  
A.C.A. § 6-18-2409  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (16)  
A.C.A. § 6-41-608

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **3.7—Licensed Personnel Bus Driver Drug Testing**

#### **Definitions**

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

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

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is designed to carry more than ten (10) passengers;
2. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
3. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

#### **Scope of Policy**

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive<sup>2</sup>;
2. Have undergone a physical examination, which shall include a drug test,<sup>3</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.<sup>4</sup>

Each person's initial employment for a job entailing a safety-sensitive function is conditioned upon:

- The district receiving a negative drug test result for that employee;<sup>5</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
  - The Database,<sup>6</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually<sup>7</sup> submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. No driver shall use alcohol while performing safety-sensitive functions;
- C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.



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

### **Testing for Cause**

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

### **Refusal to Submit**

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

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

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign or electronically authorize the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>9</sup>

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

minimum of twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>10</sup>

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee's admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:<sup>11</sup>

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Legal References: A.C.A. § 6-19-108  
A.C.A. § 6-19-119  
A.C.A. 27-23-105  
A.C.A. § 27-23-201 et seq.  
A.C.A. § 27-51-1504  
49 C.F.R. § part 40  
49 C.F.R. § 382.101 – 605  
49 C.F.R. § 382.701 et seq.  
49 C.F.R. § 383.5  
49 C.F.R. § 390.5  
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: August 28, 2008

Last Revised: May 24, 2021

### **3.8—Licensed Personnel Sick Leave (Option A)**

#### **Definitions**

1. “Employee” is a full-time employee of the District.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof with the minimum number of sick days granted for a 190 days contract being 10.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, grandchild, sibling, parent, mother or father-in-law, or any other relative provided the other relative lives in the same household as the employee.

#### **Sick Leave**

The principal has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the principal.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

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

At the discretion of the principal (or Superintendent), and, if FMLA if applicable, subject to the certification or recertification provisions contained in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee’s physician documenting the employee’s illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent’s designee for the expenses to be covered by the District.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, 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 or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

Temporary reassignment may also be offered or required in certain circumstances as provided in 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his assigned duties to an extent that the education of students is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>2</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee, in writing of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL 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 within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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

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

Certified staff, who has worked at least 5 years for the Ouachita River School District, will be paid for each day of accumulated sick leave when their employment with the district has ended. The rate of pay for accumulated sick leave will be at the rate of \$70.00 a day.

Sick days accumulated above the 120 days maximum shall be paid to the teacher at the end of the year at the daily rate of \$70.00 for their position. In preparation for teacher retirement or T-Dropping, options on application of days will be given. The teacher participating in the program must have been employed by the district a minimum of five (5) contract years.

Option 1: The teacher may take half at the end of year 27 (up to 60 days) and half at the end of year 28 (up to 60 days).

Option 2: The teacher may take all or part at the end of year 28 (up to 120).

Option 3: The employee preparing to enter retirement may elect to draw their accumulated sick leave over their final two years of service (with less than 27 years of service or age 60). Intent of retirement must be submitted in writing prior to payment of accumulated days.

Option 4: The teacher preparing to leave the TDROP program may elect to draw their accumulated sick leave over their final two years in the TDROP program.

### **Emergency Leave**

A member of the instructional staff who is absent because of the death of a member of the immediate family may be granted, not to exceed five days in any school year, a leave of absence without reduction of salary. Absences for such cause will be considered as separate and distinct from the absences due to personal illness; shall be determined on an annual basis; and shall not be accumulative. The district will pay the cost of the substitute teacher in case of death in the family. Employees may use sick leave days to attend funerals of persons not meeting the definition of immediate family.

### **Maternity Leave**

A teacher who becomes pregnant shall provide a written notice thereof to the principal and superintendent as soon as pregnancy has been medically determined. The pregnant employee must submit with such notice a written statement from a physician which shall include the anticipated date of delivery, the date until which the physician believes the employee will be physically able to continue job duties, the physician's comments as to whether or not any restrictions of job activities are recommended and a commitment from the physician to notify the school authorities of any change in the patient's condition which might affect ability to perform job duties. The employee will normally be permitted to continue teaching as long as the doctor feels that the teacher is able to teach. However, the district may review the employee's job performance during the pregnancy, may request a supplemental statement from the physician as to current physical condition, and in the event the school authorities conclude that the employee's job performance is unsatisfactory, the employee may be required to take a leave of absence at an earlier date. A teacher shall remain on maternity leave until the doctor certifies that the teacher is able to return to work.

The teacher employed to teach while the regular teacher is on maternity leave shall be classified as a substitute that is teaching only while the teacher is on maternity leave.

### **Organ Donor**

In any calendar year a public school employee is entitled to leave in order to serve as an organ donor or a bone marrow donor as stated in AR Law 21-4-215.

### **Other Leave**

The superintendent may grant further leave of absence without pay under certain extenuating circumstances when request is presented in writing. Request for leave should be made as far in advance as possible.

Employees of Ouachita River School District will be granted leave for the purpose of participating in military training programs or other official duties made available by the Arkansas National Guard or of the reserve branches of the armed forces and for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Service. This leave will be granted and will accumulate in accordance with Section 6-17-306 of the Arkansas Code.

On occasions when this leave requires the employee to reimburse the district the cost of the substitute, the rate of reimbursement will be limited to the daily rate of a substitute without a college degree. The exception to this will be when the leave is taken in a manner that requires the hiring of a substitute long-term (more than 30 consecutive days in the same classroom). The employee will reimburse the district for the full cost of the long-term substitute if one is hired under these conditions.

### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: June 25, 2018

### **3.9—Licensed Personnel Sick Leave Bank**

Employees of the District may transfer sick leave days to another employee who has absences for sickness in excess of their current and accumulated sick leave. The transfer must be done in writing, and the forms to transfer the days may be obtained from the Superintendent's office. Sick leave days cannot be transferred to an employee who has any current or accumulated sick leave. A transfer or transfers may not result in a balance of sick leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

#### **Multiple Contract Transfer**

Employees of the District who have a bus contract and another classified/certified contract may donate any remaining sick leave from one contract to another. The transfer must be done in writing and the forms to transfer the days may be obtained from the Superintendent's Office. Sick leave cannot be transferred, if the employee has any current or accumulated sick leave remaining in the sick leave bank he/she is transferring into. A transfer or transfers may not result in a balance of sick leave for the receiving contract and may not be in excess of the days in balance of the donating contract.

Bus Leave will transfer as 2 days of sick leave to any 1 day of sick leave for a classified/certified contract. A contract classified/certified contract will transfer as 1 day of sick leave for a bus contract.

#### **Spousal Donations**

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.

Legal Reference: A.C.A. § 6-17-1208

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **3.10—Licensed Personnel Planning Time**

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

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

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

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **3.11—Licensed Personnel Personal and Professional Leave Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Up to four days of personal leave may be accumulated from one contract year to the next. The leave may be taken in increments of no less than half a day. The maximum number of personal days available in a contract year is four provided the employee has accumulated those days. Unused personal days above the four available will be converted to sick leave at the end of each contract year.

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

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

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

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

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

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

District employees may transfer personal leave days to one another who has absences for personal leave in excess of their current and accumulated personal leave. The transfer must be done in writing, and the forms to transfer the days may be obtained from the Superintendent's office. Personal leave days cannot be transferred to an employee who has any current or accumulated personal leave. A transfer or transfers may not result in a balance of personal leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's personal leave. Written permission must be received for each day of donated personal leave.

### **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 his/her 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 his/her participation in the professional leave activity (e.g. scholastic audits), 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 District.

Legal Reference: A.C.A. § 6-17-211

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

### **3.12—Licensed Personnel Responsibilities in Dealing with Sex Offenders on Campus**

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

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

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

Cross Reference: 6.10—Sex Offenders on Campus (Megan's Law)

Legal References: A.C.A. § 5-14-132

A.C.A. § 12-12-913 (g) (2)

Division of Elementary and Secondary Education Guidelines for "Megan's Law"

Date Adopted: August 28, 2008

Last Revised: June 24, 2019



### **3.13—Licensed Personnel Public Office**

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **3.14—Licensed Personnel Jury Duty**

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

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

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

Legal Reference: A.C.A. § 16-31-106

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised:

### **3.15—Licensed Personnel Leave — Injury from Assault**

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

A leave of absence granted under this policy shall not be charged to the teacher's sick leave. In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher to return to work, and written statements from witnesses (or other documentation as appropriate to a given incident) to prove that the incident occurred in the course of the teacher's employment.

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: August 28, 2008

Last Revised:

### **3.16—Licensed Personnel Reimbursement for Purpose of Supplies**

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account.

For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

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

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by their building principal a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus. Unused allotments shall not be carried over from one fiscal year to the next.

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

Date Adopted: August 28, 2008

Last Revised: April 20, 2015

### **3.17— Licensed Personnel Code of Conduct**

#### **Definitions**

"Insubordination" means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

"Sexual harassment" means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Sexual grooming;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating, ranking, or assessing students or other employees as to:
  - Physical attractiveness;

- Sexual activity or performance; or
- Sexual preference;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee's contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Legal References:   A.C.A. § 6-17-301  
                           A.C.A. § 6-17-410  
                           A.C.A. § 6-17-411  
                           DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: March 28, 2022  
 Last Revised: May 22, 2023

### **3.18—Licensed Personnel: Outside Employment**

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

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

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

When a licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed position employment contract shall prevail over all other employment duties unless the needs of the district dictate otherwise.<sup>1</sup> If there is a conflict between the expectations of the primary licensed position and any other contracted position, the licensed employee shall notify the employee's building principal as far in advance as is practicable. The building principal shall verify the existence of the conflict by contacting the supervisor of the secondary contracted position. The building principal shall determine the needs of the district on a case-by-case basis and rule accordingly. The principal's decision is final with no appeal to the Superintendent or the School Board. Frequent conflicts or scheduling problems could lead to the non-renewal or termination of the classified contract of employment or the contract to perform the supplementary duties.

## **Sick Leave and Outside Employment**

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

Date Adopted: August 28, 2008

Last Revised: March 17, 2014

### **3.19—Licensed Personnel Employment**

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.<sup>1</sup>

All teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The superintendent shall create procedures establishing the process the superintendent will use before making any decisions regarding the hiring or placement of a principal to consult with teachers employed at the school where the principal would be assigned.<sup>2</sup>

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

The Ouachita River School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, pregnancy, sexual orientation, gender identity, disability, or genetic information.<sup>3</sup>

Inquiries on nondiscrimination may be directed to the Superintendent <sup>4</sup>, who may be reached at 143 Polk Road 96 Mena, AR 71953 or 479-394-2348<sup>5</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law<sup>6</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

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

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

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

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

All applications will be viewed on their individual abilities, certifications, and qualifications. Applicants will be judged on legal requirements, specific job requirements, and how well they would meet the needs of the ORSD School District. The ORSD School District reserves the right to reject any or all applications and leave the position unfilled if a suitable candidate is not found. It is not the policy of the ORSD to pay the fee required for the Criminal Record check(s) required (AR Law 6-17-414 and 6-17-411) before employing a new employee. Prospective employees (both classified and licensed) are responsible for paying the required fee. All instructional personnel shall have teaching certificates, duly recorded with the superintendent, that legally qualify them for the work to which they are assigned.

**Transcripts** - All educational personnel shall file one copy of their college transcripts in the Superintendent's office. This transcript file must be kept up to date.

**Duties** - Each teacher will be under the general direction of the superintendent of schools and immediately responsible to the principal for executing the policies of the Board of Education as they relate to the function of the school, to the classroom, and to the immediate contact with pupils and parents. The teacher's specific responsibilities shall be:

1. To direct and evaluate the learning experience of the pupil in both curricular and extra-curricular activities.
2. To provide guidance to the pupil which will promote the welfare and proper educational development of the student.
3. To seek professional aid of the school principal and superintendent.
4. To be responsible for child accounting.
5. To document personal contact with the parent/guardian of each student assigned to them. At least one parent contact per year in the high schools and one each semester in the elementary schools is required. More frequent contact with parents is desirable especially for students who may be having academic or behavioral difficulties.
6. To administer the classroom and its program.
7. To provide for the care and protection of school property.
8. To participate in the business and activities of the school faculty.
9. To cooperate with and participate in the planning and evaluation of the school program.
10. To take part in the in-service training program of the school.
11. To maintain cordial and workable relationship with colleagues.
12. To perform other duties as may be assigned.
13. To maintain good discipline in the classroom at all times.

Staff members are elected annually by the Board of Education on recommendation by the Principal and the Superintendent.

All offers to renew contracts shall be made by the Board at its regular meeting in March. All offers to renew annual contracts shall expire if not accepted in writing and returned to the superintendent's office within 30 days of the date of issuance. The contract shall be for a minimum of 190 days. Any non-probationary teacher new to the Ouachita River School District may, by a majority vote of the School Board, be placed on a one year probation.

Assignments are general; they do not involve specific positions. All teachers, principals, and other staff members are subject to assignment and/or transfer at the direction of the Superintendent with the approval of the Board of Education.

When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent before final decision is made. The disposition of the case shall be in writing by the Superintendent to all parties involved.

A written notice of resignation will be filed with the superintendent at least 60 days prior to the effective date of resignation. Under extenuating circumstances, the Board may waive such notice.

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks  
A.C.A. § 6-17-301

A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **3.20—Licensed Personnel Reimbursement of Travel Expenses**

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances. The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **3.21—Licensed Personnel Tobacco Use of Tobacco, Electronic Nicotine Delivery Systems, and Related Products**

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

### **3.22—Dress of Licensed Employees**

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

Date Adopted: August 28, 2008

Last Revised:

### **3.23—Licensed Personnel Political Activity**

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

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

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

Legal References: A.C.A. § 6-16-122

A.C.A. § 7-1-103

A.C.A. § 7-1-111

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

### **3.24—Licensed Personnel Debts**

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

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

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



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

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

Date Adopted: August 28, 2008

Last Revised: March 25, 2013

### **3.25—Licensed Personnel Grievances**

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

#### **Definitions**

“Employee” means any person employed under a written contract by this school district.

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

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day”-means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) 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 (10) 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 (10) 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 (10) 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 (5) working days from the date of the principal's written response, 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 (10) 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 (10) 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 (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) 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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
  - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance. If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) 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 Reference: A.C.A. § 6-17-208, 210

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### 3.25F—Licensed Personnel Level Two Grievance Form

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

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

Personnel Policy grievance is based upon: \_\_\_\_\_  
\_\_\_\_\_

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

What would resolve your grievance?

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

Supervisor's Response

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

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

Supervisor's Response

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

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

Date Adopted: August 28, 2008

Last Revised:

### 3.26—Licensed Personnel Sexual Harassment

The Ouachita River School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### **Definitions**

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
2. The conduct is:
  - a. Unwelcome; and
  - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. Constitutes:
  - a. Sexual assault;
  - b. Dating violence
  - c. Domestic violence; or
  - d. Stalking.

"Supportive measures" means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District's education program or activity

without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where

no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall make available individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sexual harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties' inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - a. Any notifications to the parties;
  - b. Interviews with parties and witnesses;
  - c. site visits;
  - d. Methods used to gather other evidence; and
  - e. Hearings held;
3. Findings of fact supporting the determination;



4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. A determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent; and
  - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

### **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed;

2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
3. Implement appeal procedures equally for both parties;
4. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

### **Administrative Leave<sup>6</sup>**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

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. Following the completion of the District's grievance process, any employee who is

found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
    - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Cross References: 3.19—LICENSED PERSONNEL EMPLOYMENT  
4.27—STUDENT SEXUAL HARASSMENT  
5.20—DISTRICT WEBSITE  
7.15—RECORD RETENTION AND DESTRUCTION  
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: 20 USC 1681 et seq.  
34 C.F.R. Part 106  
A.C.A. § 6-15-1005  
A.C.A. § 6-18-502  
A.C.A. § 12-18-102

Date Adopted: August 28, 2008  
Last Revised: March 28, 2022

### **3.27—Licensed Personnel Supervision of Students**

All District personnel are expected to conscientiously execute their responsibilities to promote the health, safety, and welfare of the District's students under their care. The Superintendent shall direct all principals to

establish regulations ensuring faculty supervision of students throughout the school day and at extracurricular activities.

Date Adopted: August 28, 2008

Last Revised:

### **3.28—Licensed Personnel Computer Use Policy**

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

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer 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.

The District recognizes the need to effectively use computer technology to further enhance educational goals. However, protection and security of the various information networks and computer systems is necessary.

Staff is expected to employ electronic mail on a daily basis at work as a primary tool for communications. The district may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily. Users are also expected to learn and to follow normal standards of polite conduct, responsible behavior, and economical use of computer resources.

Electronic mail and telecommunications are not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure. Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Users should not expect that files stored on district servers and/or workstations will be private. The District retains the right to view personal files and/or e-mail stored on any district computer. The District further reserves the right to monitor and/or log all network activity with or without notice, including e-mail and all web site communications, and therefore, users should have no expectation of privacy in the use of these resources.

The District is providing access to computer networks and the Internet. It is the responsibility of each user to use the network and Internet access appropriately and to stay away from offensive or harmful sites. Network and Internet access is provided for educational purposes only. Any inappropriate site accessed from a district computer should be reported immediately to the Technology Department.

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.

The Ouachita River School District, by itself or in combination with the Internet access provider, will utilize active restriction methods, filter software, or other technologies to prevent staff from accessing visuals that are (1) obscene, (2) child pornography, or (3) harmful to minors. The District will also monitor users through direct observation and/or other means, to ensure that they are not accessing inappropriate materials. The term "harmful to minors" is defined by the Communications Act of 1934 (47USC Section 254 [h] [7]) as meaning any picture, image, graphic, or other visual that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

#### I. Use of Computer Hardware

1. Computer hardware is like any other school property and shall be treated accordingly.
2. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
3. No Hardware, including cables or peripherals, may be moved without authorization from Technology Staff.
4. It is the responsibility of the faculty member to whom the computer is checked out to turn off the computer and peripherals, at the end of the day.
5. It is the responsibility of the faculty and the students, staff, and users to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
6. It is the responsibility of the faculty member to whom the computer is checked out to report malfunctions of the hardware to the Technology Coordinator before doing any troubleshooting themselves.

#### II. Use of Computer Software

1. The unlawful copying of any copyrighted software and/or its use on district hardware is prohibited.
2. Modification or erasure of software without authorization is prohibited.
3. The introduction of any viral agent is prohibited. Every diskette should be checked for a virus each time it is put into the computer system.
4. Any individual who introduces a virus into the district system or violates the copyright laws shall be subject to appropriate district discipline policies and to the penalty provisions of the computer network use policy.
5. The Ouachita River School District has the right to remove any software from district owned equipment.
6. Web pages on district and or networked servers shall deal with accepted educational content. They may not be commercial, and shall follow guidelines referenced in sections III- 3, 4, 5 and/or the Communications Act of 1934 (47USC Section 254 [7]).

#### III. The following behaviors are NOT PERMITTED on district workstations, computers, or network

1. Sending of "chain letters" or "broadcast" messages to lists or to individuals.
2. Sharing confidential information about students or employees.
3. Sending, viewing, downloading, or displaying offensive materials or pictures.
4. Directly assisting a campaign for election of any person to any office.
5. Using obscene, harassing, insulting, or attacking language.
6. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus)
7. Violating copyright laws.
8. Using ANYONE's email account other than your own.
9. Trespassing in others' folders, documents, or files.
10. Violating any regulations prescribed by the network provider.

11. Using district-connected technology to gain unauthorized access (hacking) into technology systems.
12. Using district-connected technology to perform any illegal activity.
13. Using 3rd party emails, chat or video streaming is discouraged.
14. Posting anonymous messages on the system.
15. Using encryption software.
16. Causing congestion of the network through lengthy downloads of files.
17. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks.
18. Using the network or internet for financial or commercial gain without district permission.
19. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction without proper authorization.
20. 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.

The District Information Technology Security Officer staff will report inappropriate behaviors to the employee's supervisor who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action.

Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may become involved. Realizing the fluid nature of the internet and technology, the Ouachita River School District reserves the right to ban actions not specifically covered by this policy.

Staff shall be liable for any and all costs (debts) incurred through their unauthorized use of the District's computers or the Internet including penalties for copyright violations. Such actions may also include loss of access and/or disciplinary action up to and including termination.

Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing an account or continuing their use of an account.

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

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: January 23, 2017

### **3.28F—Licensed Personnel Employee Internet Use Agreement**

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

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

The Ouachita River 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 laws and regulations and all state laws and rules. Internet access is provided as an aid to employees

to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.

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

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

- 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 other than when required by the employee's job duties;
- e. Wasteful use of limited resources provided by the school including paper;
- f. Causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
- g. Vandalizing data of another user;
- h. Obtaining or sending information that 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 other than when required by the employee's job duties;
- 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;
- t. Taking part in any activity related to Internet use that 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 the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

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 \_\_\_\_\_

Note: This policy is similar to Policy 8.22F. If you change this policy, review 8.22F at the same time to ensure applicable consistency between the two.

Date Adopted: August 28, 2008

Last Revised: June 24, 2019

### **3.29 School Calendar**

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the Board has adopted as a proposal. The superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the Board may vote to adopt the calendar.

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

The Ouachita River School District shall operate by the following calendar.





## Ouachita River School District 2023-2024 Calendar

<p>Independence Day ORSD Closed.....4<sup>th</sup> Board Meeting @ Oden.....24<sup>th</sup></p>	<p><b>JULY '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p>New Year's Day.....1<sup>st</sup> Staff Development Day (NO STUDENTS).....5<sup>th</sup> Classes Resume (2nd Semester Begins).....8<sup>th</sup> Report Cards.....10<sup>th</sup> Board Meeting @ Oden.....22<sup>nd</sup></p>
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<p>District Staff Development....15<sup>th</sup> Staff Development Day.....16<sup>th</sup> Public Meeting &amp; Open House.....17<sup>th</sup> First Day of School.....21<sup>st</sup> Board Meeting @ Acorn.....28<sup>th</sup></p>	<p><b>AUGUST '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>Progress Reports.....5<sup>th</sup> President's Day (NO SCHOOL).....19<sup>th</sup> Board Meeting @ Acorn.....26<sup>th</sup></p>							
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<p>Labor Day (NO SCHOOL).....4<sup>th</sup> Progress Reports.....19<sup>th</sup> Board Meeting @ Oden.....25<sup>th</sup></p>	<p><b>SEPTEMBER '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	<p>End of 3rd Nine Wks. (44 Days/287.32 hours).....8<sup>th</sup> Parent/Teacher Conference-Report Cards.....14<sup>th</sup> No School (makeup snow day).....15<sup>th</sup> Spring Break.....18<sup>th</sup>-22<sup>nd</sup> Board Meeting @ Oden.....25<sup>th</sup></p>							
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<p>Harvest Festival @ Acorn... 13<sup>th</sup> End of First Nine Wks. (41 Days/267.73).....17<sup>th</sup> Board Meeting @ Acorn.....23<sup>rd</sup> Parent/Teacher Conference-Report Cards.....26<sup>th</sup> Halloween Carnival @ Oden.....28<sup>th</sup></p>	<p><b>OCTOBER '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p>Progress Reports.....17<sup>th</sup> Board Meeting @ Acorn.....22<sup>nd</sup></p>							
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<p>Progress Reports.....16<sup>th</sup> Fall Break.....13<sup>th</sup> &amp; 14<sup>th</sup> Thanksgiving Break.....20<sup>th</sup>-24<sup>th</sup> Board Meeting @ Oden.....27<sup>th</sup></p>	<p><b>NOVEMBER '23</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			<p>Acorn Graduation.....16<sup>th</sup> Oden Graduation.....17<sup>th</sup> End of 4th Nine Wks. (45 Days/293.85 hours).....17<sup>th</sup> Last Day of School (170 Days/1,110.10 hours).....17<sup>th</sup> Board Meeting @ Oden.....20<sup>th</sup> Memorial Day (ORSD Closed).....27<sup>th</sup></p>							
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Snow days may be made up from holidays during the calendar year as noted on the school calendar. The other make up days are added at the end of the school year. The first week of June should not be considered as available until we reach a point in the year when inclement weather is no longer a factor.

Act 1469 of 2009 Requires a minimum of five additional days in the calendar to make up inclement weather or other unusual circumstances.

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

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: April 24, 2023

### **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), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences<sup>1</sup>. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

Legal References:       Standards for Accreditation 5-A.1  
                              A.C.A. § 6-15-1702(b)(3)(B)(ii)

Date Adopted: August 28, 2008

Last Revised: June 25, 2018

### **3.31—Drug Free Workplace - Licensed Personnel**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)<sup>1</sup>

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.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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 incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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/her 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 or her 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/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she 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/her 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/her 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.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 2) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and

- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

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

Date Adopted: August 28, 2008  
Last Revised: March 28, 2016

### **3.31F—Drug Free Workplace Policy Acknowledgement**

#### **CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

### **3.32—Licensed Personnel Family Medical Leave \***

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

## **SECTION ONE – FMLA LEAVE GENERALLY**

### **Definitions**

“Eligible Employee” is an employee who has:

1. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
2. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

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

“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. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below: is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.<sup>2</sup>

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>3</sup>

### **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 and Medical Leave Act of 1993, as amended, shall govern.

### **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, 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. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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.

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

## **Provisions Applicable to both Sections One and Two**

### **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.<sup>4</sup>

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

## **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of parental, sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>6</sup>

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 3.44, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **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. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. 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 his/her 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.<sup>8</sup>

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>9</sup>

If an employee gives unequivocal notice of an 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 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**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to 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. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

The employee's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

### **Leave Acquired Through Fraud**

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the eligible 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.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay

granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

**Second and Third Opinions:** In any case where the District has reason to doubt the validity of the initial 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, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave in addition to leave taken under the District's parental leave policy.<sup>11</sup>

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's 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 be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent

job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work<sup>12</sup>**

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, 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 his/her contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take 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 the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make 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.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the

same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) 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 to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

Instructional employees are not required to request intermittent leave when the instructional employee's FMLA leave spans a period when school is closed, such as for winter, spring, or summer breaks; in addition, the time the school is closed is not counted when calculating the amount of FMLA leave the instructional employee has used.

#### **Leave taken by eligible instructional employees near the end of the semester**

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

#### **Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences five (5) weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

### **Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to 1, 2, or 3 listed above, during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

## **SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

### **QUALIFYING EXIGENCY**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>13</sup>

### **Definitions**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and
- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

### **Certification<sup>14</sup>**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. 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.

#### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

### **Leave taken by an eligible instructional employee more than five (5) weeks prior to end of the semester**

If an eligible, instructional employee begins leave due to any qualifying exigency more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

## **SERIOUS ILLNESS**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury under the following conditions and definitions.

### **Definitions**

"Covered Service member" is:

1. 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; or
2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"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 of a covered service member” is a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of 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 (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered service member” means a covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.<sup>2</sup>

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date.

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 twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple’s twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

- 1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;

2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification<sup>15</sup>**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, 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.

#### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

#### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

#### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best



accommodated by such a schedule. The eligible employee shall make 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.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to:

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

If the employee chooses to transfer to an alternative position, the alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances that required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for twenty percent (20%) or less of the total number of working days over the period the leave would extend.

#### **Leave taken by eligible instructional employees near the end of the academic semester**

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than five (5) weeks

prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

1. The leave is of at least three (3) weeks duration; and
2. The return to employment would occur during the three (3) week period before the end of the semester.

#### **Leave less than five (5) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

- a. The leave is of greater than two (2) weeks duration; and
- b. The return to employment would occur during the two (2) week period before the end of the semester.

#### **Leave less than three (3) weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the semester.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE  
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT  
3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.  
29 CFR part 825

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **3.33—Assignment of Extra Duties for Licensed Personnel**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 8, 2008

Last Revised:

### **3.34—Licensed Personnel Cell Phone Use**

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.<sup>1</sup>

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during instructional time.<sup>2</sup>

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.<sup>3</sup>

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.<sup>4</sup>

Cross References: 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES  
4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES  
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B  
A.C.A. 6-19-120  
A.C.A. § 27-51-1602  
A.C.A. § 27-51-1609

Date Adopted: August 28, 2008  
Last Revised: June 24, 2019

### **3.35—Licensed Personnel Benefits**

The Ouachita River School District provides its licensed 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 contract calendar month (or greater portion thereof) worked; and
5. Two Personal days.
6. Accumulation of two additional personal days; and
7. Conversion of unused personal days to sick days.

Legal Reference: A.C.A. § 6-17-201

#### **Local Policy**

Date Adopted: August 28, 2008  
Last Revised: April 18, 2011

### **3.36— Licensed Personnel Renewal and Termination**

#### **Renewal**

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee's evaluations;
2. Performance, including disciplinary infractions;
3. Qualifications, including licensure areas, relevant education degrees, and the educator career continuum.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

#### **Termination**

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.

Legal References:   A.C.A. § 6-13-636  
                          A.C.A. § 6-17-201  
                          A.C.A. § 6-17-301  
                          A.C.A. §6-17-407  
                          A.C.A. §§ 6-17-2801 et seq.

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **3.37—Assignment of Teacher Aides**

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: August 28, 2008

Last Revised:

### **3.38—Licensed Personnel Responsibilities Governing Bullying Definitions**

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

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

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

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
6. Demeaning humor relating to a student's actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or

13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: "Slut", "You are so gay.", "Fag", "Queer").

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

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 building principal, or designee, as soon as possible.

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. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal References: A.C.A. § 6-18-514  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: August 28, 2008

Last Revised: June 20, 2022

### **3.39— Licensed 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 licensed employee.

Legal Reference: A.C.A. § 6-17-104

Date Adopted: August 28, 2008

Last Revised:

### **3.40—Licensed Personnel Duties as Mandated Reporters**

It is the statutory duty of school district employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline: by calling 1-800-482-5964 or by submitting a report through the online reporting system. Failure to report suspected child abuse, maltreatment, or neglect through 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.
- If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public 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 or that form the basis of the serious and imminent threat to the public; 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; that a serious and imminent threat to the public exists; or to rule out such a belief<sup>1</sup>.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement 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, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.



Child Abuse Hotline or law enforcement.

Legal References: A.C.A. § 6-18-110  
A.C.A. § 12-18-107  
A.C.A. § 12-18-201 et seq.  
A.C.A. § 12-18-302  
A.C.A. § 12-18-402

Date Adopted: [unknown] added May 8, 2011  
Last Revised: May 22, 2023

### **3.41—Licensed Personnel Video Surveillance and Other Monitoring**

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

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

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action. The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

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

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment, automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities. Video recordings may become a part of a staff member's personnel record.

Date Adopted: [unknown] added April 18, 2011  
Last Revised: April 18, 2011

### **3.42—Obtaining and Releasing Student's Free and Reduced Price Meal Eligibility Information Obtaining Eligibility Information**

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

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

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

### **Releasing Eligibility Information**

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>2</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
DESE Eligibility Manual for School Meals Revised July 2017  
A.C.A. § 6-18-715  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8

Date Adopted: [unknown] added April 18, 2011  
Last Revised: June 21, 2021

### **3.43—Duty of Licensed Employees to Maintain License in Good Standing**

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

Date Adopted: [unknown] added April 18, 2011  
Last Revised: April 16, 2012

### **3.44—Licensed Personnel Workplace Injuries and Workers' Compensation**

The district provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the District Treasurer<sup>1</sup>. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.<sup>2</sup>

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

employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for ~~the~~ all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

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

Date Adopted: April 18, 2011  
Last Revised: May 24, 2021

### **3.45—Licensed Personnel Social Networking and Ethics**

#### **Definitions**

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

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

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

## Policy

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

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media

website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>2</sup>

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

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

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

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

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

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

electronic device, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124  
DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: April 18, 2011

Last Revised: May 24, 2021

### **3.46— Licensed Personnel Vacations**

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

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

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

Vacation days cannot be transferred from another school district.

#### **Local Policy**

Date Adopted: April 18, 2011

Last Revised: March 25, 2013

### **3.47—Depositing Collected Funds**

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

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

Date adopted: April 18, 2011  
Last Revised: April 16, 2012

### **3.48—Licensed Personnel Weapons on Campus Firearms<sup>1</sup>**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

### **Other Weapons<sup>3</sup>**

#### **Option 2**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of pepper spray or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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

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

Date Adopted: March 25, 2013  
Last Revised: June 24, 2019



### **3.49---Teachers' Removal of Students from Classroom**

Note and advisement: This policy is adopted by the Board of Directors in order to bring the District into compliance with the Division of Elementary and Secondary Education rules concerning student discipline, and to incorporate the provisions of A.C.A. § 6-18-511. However, teachers should be aware that federal law governing a student's Individual Education Program (IEP) or 504 plan, or status as an individual with a disability will supersede Arkansas law. In many cases, removing a student from a classroom due to behavioral problems, will violate a student's IEP, violate a student's 504 plan, or constitute discrimination against the student due to a disability that affects the student's ability to conform his or her behavior. Teachers have been successfully sued for IEP and 504 plan violations in other jurisdictions, and teachers need to understand that violating a student's rights is outside of the scope of his or her employment, and no insurance is available or provided by the school district for either legal defense or to pay a money judgment. Teachers who rely on this law and this policy to exclude a student with special needs or a disability are assuming a grave personal risk.<sup>1</sup>

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

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

1. Place the student into another appropriate classroom;
2. Place the student into in-school suspension;
3. Return the student to the class; or
4. Take other appropriate action consistent with the District's student discipline policies and state and federal law.

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

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

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

Legal References: A.C.A. § 6-18-511  
Division of Elementary and Secondary Education Guidelines for the Development,  
Review and Revision of School District Student Discipline and School Safety Policies

Date Adopted: March 25, 2013  
Last Revised: June 21, 2021

### **3.50—Administrator Evaluator Certification**

#### Continuing Administrators

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

#### **Newly Hired or Promoted Administrators**

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

Legal Reference: A.C.A. § 6-15-202(f)(50)

Date Adopted: June 17, 2013  
Last Revised: June 24, 2019

### **3.51—School Bus Driver’s Use of Mobile Communication Devices**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<sup>2</sup> A school bus driver may use a two-way

radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19-120

Date Adopted: March 17, 2014

Last Revised: June 24, 2019

### **3.52—Written Code of Conduct for Employee Involved in Procurement with Federal Funds**

For purposes of this policy, "Family member" includes:

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

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

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

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

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;



8. <b>Federal Action Number:</b> <i>(if known)</i>	9. <b>Award Amount:</b> <i>(if known)</i>  \$
10. a. <b>Name and Address of Lobbying Entity:</b> <i>(if individual, last name, first name, MI)</i>	b. <b>Individual Performing Services:</b> <i>(including address if different from No. 10a) (Last name, first name, MI)</i>
11. <b>Amount of Payment:</b> <i>(check all that apply)</i>  Actual \$                      Planned   One-Time Fee	13. <b>Type of Payment:</b> <i>(check all that apply)</i>  Retainer Commission Contingency Fee Deferred f. Other: <i>(specify)</i>
12. <b>Form of Payment:</b> <i>(check all that apply)</i> Cash                      Nature In-kind (specify)                      Value	
<b>Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)	
<b>Continuation Sheets Attached:</b> Yes                      No	
Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction <i>was</i> made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone Number: Date:

## INSTRUCTIONS FOR COMPLETION OF SF-11 DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
  - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SUSPENSION AND  
DEBARMENT CERTIFICATION**  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-  
Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on reverse.)**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



## **INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, and ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## LOBBYING CERTIFICATION

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

### **3.53—Licensed Personnel Bus Driver End of Route Review**

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

Date Adopted: March 17, 2014

Last Revised:

### **3.54—Voluntary Teaching during Planning Period and/or of More than the Maximum Number of Students per Day**

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may enter into an agreement with the District to teach:

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

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>)

through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.<sup>1</sup>

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

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

Legal Reference: A.C.A. § 6-17-812  
DESE Rules Governing Class Size and Teaching Load

Date Adopted: March 28, 2016

Last Revised: May 22, 2023

### **3.54F—Voluntary Teaching Instead of Preparatory Period and/or Extra Daily Students Contract Addendum**

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

1. Teacher has volunteered to teach a class on \_\_\_\_\_ instead of a preparatory period from \_\_\_\_\_ through \_\_\_\_\_.<sup>1,2</sup>
2. District agrees to pay Teacher for the loss of Teacher's preparatory period in the amount of \_\_\_\_\_.<sup>2</sup>
3. District agrees to pay Teacher for those students who enroll and attend Teacher's class that are in excess of the Standard's maximum daily number of students at the per student per day amount of \_\_\_\_\_.<sup>3</sup>
4. District agrees to pay teacher \_\_\_\_\_.<sup>4</sup>
5. This addendum between District and Teacher is in addition to and separate from any other contract between District and Teacher; and
6. District and Teacher agree that this contract shall be effective for the current semester and that future semesters shall require District and Teacher to enter into a new contract.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal References: A.C.A. § 6-17-114  
A.C.A. § 6-17-812  
DESE Rules Governing Class Size and Teaching Load

Date Adopted: March 28, 2016

Last Revised: May 22, 2023

### **3.55—Licensed Personnel Use Of Personal Protective Equipment**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:<sup>1</sup>

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;

- Safe ladders;
- Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee’s job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee’s job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- a. The employee has not been provided the prescribed PPE; or
- b. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee’s immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: February 26, 2018

Last Revised:

### **3.56—Licensed Personnel Parental Leave**

In collaboration with the Division of Elementary and Secondary Education, the District provides up to twelve (12) weeks of paid leave for the following:

1. Birth of an eligible employee’s biological child; or
2. Placement of an adoptive child in the home of an eligible employee.

An employee shall be eligible to take paid leave under this policy if the:

- Individual was employed full time by the District for more than one (1) year immediately preceding the request for leave; and
- Leave is taken within the first twelve (12) weeks of the cause for leave.

Eligible leave taken under this policy shall run concurrently with leave under Policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE but shall be used before other forms of paid leave.

Cross Reference:3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal Reference: A.C.A. § 6-17-122

Date Adopted: May 22, 2023

Last Revised:

### **3.57—Licensed Personnel Name, Title, Or Pronoun**

A District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using

- a. Name other than that listed on the person's birth certificate, except for a derivative of the name; or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

#### **Local Policy**

Date Adopted: May 22, 2023

Last Revised:

### **3.001 Personnel Policy Committee**

The Personnel Policy Committee will consist of eleven members. There will be three administrators on the committee consisting of the superintendent or his designee, a high school principal, and an elementary principal. There will be eight teachers on the committee. Two teachers will be from the elementary staffs and two teachers will be from the high school staffs of both the Acorn and Oden campuses. Each teacher will be elected by a majority vote of the faculty, of their respective campuses, of the ORSD (i.e. Acorn teachers elect Acorn representatives and Oden teachers elect Oden representatives).

Teachers will be elected for a term of two years. The terms will be set so that four teacher (one elementary and one high school for each campus) positions will come open each year. These positions should be filled as soon as possible at the beginning of each school year. If a teacher resigns his/her position on the committee, the position will be filled by a majority vote of the teachers of the respective campus and the teacher selected will serve for the remainder of the unexpired term.

The personnel policies shall include, but are not limited to, the following terms and conditions of employment:

1. Benefits
2. Compensation
3. Designation of work days
4. Holidays and non-instructional days
5. The annual calendar
6. Methods of evaluations
7. Extra duties

8. Leave
9. Grievances
10. Dismissal or non-renewal
11. Reduction in force
12. Assignment of teacher aides

#### Local Policy

Date Adopted: August 28, 2008

Last Revised:

### **3.002—Procedures for Handling Hazards**

1. Identifying Hazards  
The Department of Labor may conduct an annual Safety and Health Survey or Inspection. The Superintendent will make a periodic inspection.  
The Building Principal along with his/her appointees will make a day to day inspection of any area or condition that is a potential hazard.
2. Reporting Hazardous Conditions  
Each person in the building will be encouraged to report any hazardous area or condition to the building principal immediately. The Principal will make a written note of this report.
3. Controlling and Correcting Hazards  
Upon recording the existence of a hazard or potential hazard, the Building Principal will proceed immediately to correct the condition. This might include evacuating the building, calling in outside technical assistance, etc. Proper maintenance will be performed as needed and/or required to prevent hazards. Protective equipment will be used to protect personnel in the work place. The Nurse's office (first aid station) shall always be available. The School Nurse is present on campus every day. Many of the school personnel are trained to respond to emergency needs.
4. Training

Principals and personnel working in areas or conditions that might become hazardous will be trained to understand and spot potential hazards, follow rules and procedures and work practices to minimize hazardous conditions.

#### Local Policy

Date Adopted: August 28, 2008

Last Revised:

### **3.003—Substitute Teachers**

When a teacher has to be absent from school, the teacher is to call his/her principal, and the principal will secure the substitute teacher from a list approved by the superintendent. The teacher is to leave lesson plans for the substitute teacher to use while the teacher is not at school.

Date Adopted: August 28, 2008

Last Revised:

### **3.004—Safety and Health Program POLICY STATEMENT**

It is the policy of the ORSD to provide a safe work place and environment for each employee. This print out is designed to help each employee comply with safety practices in their daily work and/or activity.

#### **Objectives of the Program**

The ORSD Safety Program is designed to prevent accidents and provide a safe work place. An effective safety and health program will promote efficiency of operation as well as economy.

#### Discipline for Violation of Safety and Health Program

Personnel who violate the District's efforts to promote and implement the Safety and Health Program will be warned about violation and the policy objectives and procedures of the program will be reviewed with the person in violation. If further violations occur, the violator will be summoned to the Superintendent of the School who will then deal with the person and situation.

### **Responsibilities of Individuals**

#### **1. Superintendent**

The Superintendent is responsible for the overall Safety and Health Program. He is responsible for the existence and the implementation of the program by the building principals.

#### **2. The Principal**

The Building Principal is responsible for the District's Safety and Health Program in his/her building and any other area assigned by the Superintendent. The Principal will serve as Safety Officer and will plan and conduct safety meetings and safety and health workshops, etc. The Principal will be responsible for making and supervising periodical inspections of buildings and will see that all equipment is safe. Any unsafe condition or unsafe practices shall be noted and/or recorded and corrected as soon as possible. The Building Principal shall encourage teachers and staff to report any unsafe conditions or practices in the building. An accident report is required when any accident occurs.

The Principal shall require all parties involved, teachers and staff, to comply with safety rules, procedures, and policies.

#### **3. Employees**

Teachers and Staff shall be responsible for following safe practices and complying with the Safety and Health Program policies and procedures. Each teacher or staff member shall promptly inform the principal of any injury received in the building or on campus. Each teacher and staff member must wear protective equipment whenever necessary.

Date Adopted: August 28, 2008

Last Revised:

### **3.005 Non-Fraternization Policy**

It is the policy of the Ouachita River School District to maintain an environment and school climate conducive to learning, which promotes appropriate maturation and development of our students. In an appropriate school environment, the staff maintains a professional adult/student relationship with students at all times whether teaching or otherwise providing support and guidance to students, even outside of the school day. Staff holds a position of trust in relation to our students. To engage in relationships other than the professional adult/student relationship with our students is to breach that trust.

Staff is strictly prohibited from engaging in personal relationships with students which are outside the professional adult/student relationship OR which may give the appearance of being outside the professional adult/student relationship. This prohibition applies to in school or out of school situations so long as the staff member is an employee of the ORSD and a student is enrolled in the District.

#### **This Policy Explicitly Prohibits:**

- a) sexual, romantic, dating or flirting relationships between staff and students;
- b) touching between student and staff that give the appearance of intimacy between student and staff;



- c) conversations or correspondence, including telephone conversations and e-mail, of a sexual, or romantic nature or which give the appearance of intimacy between staff and student;
- d) social contacts between staff and student which give the appearance of a relationship prohibited by this policy;
- e) any behavior which gives the appearance that staff and student have a relationship prohibited by this policy.

**Staff Disciplinary Action**

Staff that violates this policy is subject to disciplinary action including immediate termination if the circumstances warrant. Staff that violates this policy is also subject to reporting to law enforcement authorities if the conduct is believed to constitute a crime under Arkansas law. A child abuse report will be made if abuse is suspected from the circumstances of the violation of this policy.

**Employee Reporting Responsibility**

All employees of the ORSD are required to report any conduct which may be a violation of this policy to the building supervisor. If a parent, student or person other than a District employee, reports a potential violation of this policy, such reports are to be immediately relayed to the building supervisor. Building supervisors are required to immediately report violations of this policy to the Superintendent. Failure to report conduct which may be a violation of this policy or to relay a report by a parent, student or non-employee may result in disciplinary action or immediate termination if the circumstances warrant.

**Parental Notification**

If disciplinary action is taken against an employee, a report is made to law enforcement, or a child abuse report is made for violation of this policy, the parents of the student involved in the violation of this policy will be notified of the student's involvement.

Date Adopted: August 28, 2008

Last Revised:

## SECTION 4—STUDENTS

### 4.1—Residence Requirements

#### Definitions

“In loco parentis” means relating to the responsibility to undertake the care and control of another person in the absence of:

1. Supervision by the person's parent or legal guardian; and
2. Formal legal approval.

“Reside” means to be physically present and to maintain a permanent place of abode for an average of no fewer than four (4) calendar days and nights per week for a primary purpose other than school attendance.

“Resident” means a student whose parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis reside in the school district.

“Residential address” means the physical location where the student’s parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis reside. A student may use the residential address of a parent, legal guardian, person having lawful control of the student, or person standing in loco parentis only if the student resides at the same residential address and if the guardianship or other legal authority is not granted solely for educational needs or school attendance purposes.

The schools of the District shall be open and free through the completion of the secondary program to all persons between the ages of five (5) and twenty-one (21) years whose parents, legal guardians, persons having lawful control of the student, or person standing in loco parentis reside within the District<sup>1</sup> and to all persons between those ages who have been legally transferred to the District for educational purposes.

Any person eighteen (18) years of age or older may establish a residence separate and apart from his or her parent, legal guardian, person having lawful control of the student, or a person standing in loco parentis for school attendance purposes.

In order for a person under the age of eighteen (18) years to establish a residence for the purpose of attending the District's schools separate and apart from his or her parent, legal guardian, person having lawful control of the student, or a person standing in loco parentis, the student is required to reside in the District for a primary purpose other than that of school attendance; however, a student previously enrolled in the district whose parents move the student into another district or who is placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty may continue to attend district schools.<sup>2</sup> A foster child who was previously enrolled in a District school and who has had a change in placement to a residence outside the District, may continue to remain enrolled in his/her current school unless the presiding court rules otherwise.<sup>3</sup>

Under instances prescribed in A.C.A. § 6-18-203, a child or ward of an employee of the district or of the education coop to which the district belongs may enroll in the district even though the employee and ~~his/her~~ the employee's child or ward reside outside the district.<sup>4</sup>

Children whose parent or legal guardian relocates within the state due to a mobilization, deployment, or available military housing while on active duty in or serving in the reserve component of a branch of the United States Armed Forces or National Guard may continue attending school in the school district the children were attending prior to the relocation or attend school in the school district where the children have relocated. A child may complete all remaining school years at the enrolled school district regardless of mobilization, deployment, or military status of the parent or guardian.

Cross References: Policy 4.40—HOMELESS STUDENTS  
Policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN

Legal References: A.C.A. § 6-4-302  
A.C.A. § 6-18-202  
A.C.A. § 6-18-203  
A.C.A. § 6-28-108  
A.C.A. § 9-28-113

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

## **4.2—Entrance Requirements**

To enroll in a school in the District, the child must be a resident of the District as defined in District policy (4.1—RESIDENCE REQUIREMENTS), meet the criteria outlined in policy 4.40—HOMELESS STUDENTS or in policy 4.52—STUDENTS WHO ARE FOSTER CHILDREN, be accepted as a transfer student under the

provisions of policy 4.4, or participate under a school choice option and submit the required paperwork as required by the choice option under Policy 4.5.

Students may enter kindergarten if they will attain the age of five (5) on or before August 1 of the year in which they are seeking initial enrollment. Any student who has been enrolled in a state-accredited or state-approved kindergarten program in another state for at least sixty (60) days, will become five (5) years old during the year in which he/she is enrolled in kindergarten, and meets the basic residency requirement for school attendance may be enrolled in kindergarten upon written request to the District. Any student who was enrolled in a state-accredited or state-approved kindergarten program in another state or in a kindergarten program equivalent in another country, becomes a resident of this state as a direct result of active military orders or a court-ordered change of custody, will become five (5) years of age during the year in which he or she is enrolled in kindergarten, and meets the basic residency requirement for school attendance may be enrolled in kindergarten upon a written request to the District.

Any child who will be six (6) years of age on or before October 1 of the school year of enrollment and who has not completed a state-accredited kindergarten program shall be evaluated by the district and may be placed in the first grade if the results of the evaluation justify placement in the first grade and the child's parent or legal guardian agrees with placement in the first grade; otherwise the child shall be placed in kindergarten.

Any child may enter first grade in a District school if the child will attain the age of six (6) years during the school year in which the child is seeking enrollment and the child has successfully completed a kindergarten program in a public school in Arkansas.

Any child who has been enrolled in the first grade in a state-accredited or state-approved elementary school in another state for a period of at least sixty (60) days, who will become age six (6) years during the school year in which he/she is enrolled in grade one (1), and who meets the basic residency requirements for school attendance may be enrolled in the first grade.

Students who move into the District from an accredited school shall be assigned to the same grade as they were attending in their previous school (mid-year transfers) or as they would have been assigned in their previous school. Private school students shall be evaluated by the District to determine their appropriate grade placement. Home school students enrolling or re-enrolling as a public school student shall be placed in accordance with policy 4.6—HOME SCHOOLING.

The district shall make no attempt to ascertain the immigration status, legal or illegal, of any student or his/her parent or legal guardian presenting for enrollment.<sup>1</sup>

Prior to the child's admission to a District school:<sup>2</sup>

1. The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall furnish the child's social security number, or if they request, the district will assign the child a nine (9) digit number designated by the Division of Elementary and Secondary education.
2. The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall provide the district with one (1) of the following documents indicating the child's age:
  - a. A birth certificate;
  - b. A statement by the local registrar or a county recorder certifying the child's date of birth;
  - c. An attested baptismal certificate;
  - d. A passport;
  - e. An affidavit of the date and place of birth by the child's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis;
  - f. United States military identification; or

- g. Previous school records.
3. The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall indicate on school registration forms whether the child has been expelled from school in any other school district or is a party to an expulsion proceeding. Any person who has been expelled from any other school district shall receive a hearing before the Board at the time the student is seeking enrollment in the District. The Board reserves the right to not allow the enrollment of such students until the time of the person's expulsion has expired following the hearing before the Board.<sup>3</sup>
4. In accordance with Policy 4.57—IMMUNIZATIONS, the child shall be age appropriately immunized or have an exemption issued by the Arkansas Department of Health.

### **Uniformed Services Member's Children**

For the purposes of this policy:

“Activated reserve components” means members of the reserve component of the uniformed services who have received a notice of intent to deploy or mobilize under Title 10 of the United States Code, Title 32 of the United States Code, or state mobilization to active duty.

“Active duty”<sup>4</sup> means full-time duty status in the active, uniformed services of the United States, including without limitation members of The National Guard and Reserve on active duty orders under 10 U.S.C. § chapters 1209 and 1211 or 42 U.S.C. § 204.

“Deployment” means a period of time extending from six (6) months before a member of the uniformed services' departure from their home station on military orders through six (6) months after return to his or her home station.

"Dual status military technician" means a federal civilian employee who is:

- a. Employed under 5 U.S.C. § 3101 or 32 U.S.C. § 709(b);
- b. Required as a condition of his or her employment to maintain membership in the Selected Reserve; and
- c. Assigned to a civilian position as a technician in the organizing, administering, instructing, or training of the Selected Reserve or in the maintenance and repair of supplies or equipment issued to the Selected Reserve of the United States Armed Forces.

“Eligible child” means the children of:

- Active duty members of the uniformed services;
- Members of the active and activated reserve components of the uniformed services;
- Members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement;
- Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death;
- Dual status military technicians; and
- Traditional members of the National Guard and reserve components of the armed forces who are relocating to the state for employment or to serve as a member of an Arkansas-based reserve component unit.

"Traditional member of the National Guard or federal reserves" means an active member of the Selected Reserve subject to mobilization and deployment for which he or she attends monthly and annual training periods.

“Transition” means the:

- Formal and physical process of transitioning from public school to public school; or
- Period of time in which a student moves from a sending district to a receiving district.

“Uniformed services”<sup>4</sup> means the United States Army, United States Navy, United States Air Force, United States Marine Corps, United States Space Force, United States Coast Guard, the National Oceanic and Atmospheric Administration Commissioned Officer Corps, the United States Commissioned Corps of the Public Health Services, and the state and federal reserve components of each of these bodies.

“Veteran” means an individual who served in the uniformed services and who was discharged or released from the uniformed services under conditions other than dishonorable.

The superintendent shall designate an individual as the District’s military education coordinator, who shall serve as the primary point of contact for an eligible child and for the eligible child’s parent, legal guardian, person having lawful control of the eligible child, or person standing in loco parentis. The individual the superintendent designates as the District’s military education coordinator shall have specialized knowledge regarding the educational needs of children of military families and the obstacles that children of military families face in obtaining an education.<sup>5</sup>

An eligible child as defined in this policy shall:

1. Be allowed to continue his/her enrollment at the grade level commensurate with his/her grade level he/she was in at the time of transition from his/her previous school, regardless of age;
2. Be eligible for enrollment in the next highest grade level, regardless of age if the student has satisfactorily completed the prerequisite grade level in his/her previous school;
3. Enter the District’s school on the validated level from his/her previous accredited school when transferring into the District after the start of the school year;
4. Be enrolled in courses and programs the same as or similar to the ones the student was enrolled in his/her previous school to the extent that space is available. This does not prohibit the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the courses/and/or programs;
5. Be provided services comparable to those the student with disabilities received in his/her previous school based on his/her previous Individualized Education Program (IEP). This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
6. Make reasonable accommodations and modifications to address the needs of an incoming student with disabilities, subject to an existing 504 or Title II Plan, necessary to provide the student with equal access to education. This does not preclude the District school from performing subsequent evaluations to ensure appropriate placement of the student;
7. Be enrolled by an individual who has been given the special power of attorney for the student's guardianship. The individual shall have the power to take all other actions requiring parental participation and/or consent;
8. Be eligible to continue attending District schools if he/she has been placed under the legal guardianship of a noncustodial parent living outside the district by a custodial parent on active military duty.

Following the receipt of advanced notice of the enrollment of an eligible student from a military family, the District shall treat the notice as a provisional enrollment and provide the student with materials regarding:

- a. Academic courses;
- b. Electives;
- c. Sports; and
- d. Other relevant information regarding the public school.

In the event that official copies of an eligible child's education records are not available at the time the eligible child is transferring, then the District shall:

- Pre-register and place an eligible child based on the eligible child's unofficial education records pending receipt of the eligible child's official records; and
- Request the eligible child's official education records from the sending district.

To facilitate a smooth transition between the student's previous coursework and the curriculum best suited to ensure educational success in the student's new school, the District may enroll an inbound transitioning eligible student in digital coursework, if available, at the request of the military family.

### **International Exchange Students**

"Host family" means the individual or family with whom an international exchange student is placed by an international student exchange visitor placement organization under the International Student Exchange Visitor Placement Organization Registration Act, § 6-18-1701 et seq.

"International exchange student" means a student who is placed with a host family by an international student exchange visitor placement organization under the International Student Exchange Visitor Placement Organization Registration Act, § 6-18-1701 et seq.

Before an international exchange student may attend a District school, the District requires all international student exchange visitor placement organizations that are placing international exchange students within the District to:

- Be certified by the Council on Standards for International Educational Travel;
- Provide documented proof of the international exchange student's English proficiency; and
- Notify the District at least three (3) weeks before the beginning of the academic semester the international exchange student plans to enroll in the District.

The District shall admit for enrollment and attendance an international exchange student who has been placed with a host family who resides within the District boundaries. The international exchange student shall attend the school in the District based on the attendance zone where the host family resides.<sup>6</sup>

Upon an international exchange student's arrival, the international exchange student may be required to submit to quarantine to prevent the spread of infectious diseases as may be necessary, which shall not exceed seven (7) days unless otherwise recommended by the Arkansas Department of Health or the Centers for Disease Control and Prevention.

International exchange students are expected to follow the District handbook and student code of conduct as the District has the authority to expel a student for violations of the school district's written student discipline policies or if the international exchange student presents a danger to the District's students or employees.

Statewide assessment results achieved by an international exchange student enrolled in the District shall be included in the District's results on the statewide assessments.<sup>7</sup>

The District shall provide English-language services to international exchange students as necessary.<sup>8</sup>

Cross References: 4.1—RESIDENCE REQUIREMENTS  
4.4—STUDENT TRANSFERS  
4.5—SCHOOL CHOICE

- 4.6—HOME SCHOOLING
- 4.34—COMMUNICABLE DISEASES AND PARASITES
- 4.40—HOMELESS STUDENTS
- 4.52—STUDENTS WHO ARE FOSTER CHILDREN
- 4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-4-302  
 A.C.A. § 6-15-504  
 A.C.A. § 6-18-201 (c)  
 A.C.A. § 6-18-207  
 A.C.A. § 6-18-208  
 A.C.A. § 6-18-234  
 A.C.A. § 6-18-510  
 A.C.A. § 6-18-702  
 A.C.A. § 6-28-101 et seq.  
 A.C.A. § 9-28-113  
 DESE Rules Governing Student Discipline and School Safety  
 Plyler v Doe 457 US 202,221 (1982)

Date Adopted: November 17, 2008  
 Last Revised: May 22, 2023

### **4.3—Compulsory Attendance Requirements**

Every parent, legal guardian, person having lawful control of the child, or person standing in loco parentis of any child age five (5) through seventeen (17) years on or before August 1 of that year who resides, as defined by policy (4.1—RESIDENCE REQUIREMENTS), within the District shall enroll the child and ensure the attendance of the child at a District school with the following exceptions:

1. The child is enrolled in private or parochial school.
2. The child is being home-schooled and the conditions of policy (4.6—HOME SCHOOLING) have been met.
3. The child will not be age six (6) on or before August 1 of that particular school year and the parent, legal guardian, person having lawful control of the child, or person standing in loco parentis of the child elects not to have him/her attend kindergarten. A kindergarten waiver form prescribed by regulation of the Division of Elementary and Secondary Education must be signed and on file with the District administrative office.
4. The child has received a high school diploma or its equivalent as determined by the State Board of Education.
5. The child is age sixteen (16) or above and is enrolled in a post-secondary vocational-technical institution, a community college, or a two-year or four-year institution of higher education.
6. The child is age sixteen (16) or seventeen (17) and has met the requirements to enroll in an adult education program as defined by A.C.A. § 6-18-201 (b).

Legal References: A.C.A. § 6-18-201  
 A.C.A. § 6-18-207

Date Adopted: November 17, 2008  
 Last Revised: June 21, 2021

### **4.3.1-- Virtual Attendance Policy**

Every student who is learning virtually, by choice or necessity, blended, or by being enrolled in Ouachita River School District, will meet compulsory attendance requirements by remaining actively engaged in all appropriate online learning activities included in the curriculum.

Level of active engagement will be determined by:

- Completing at least ninety-five percent (95%) of daily assignments given by the instructor(s) to a satisfactory level of completion and quality determined by the instructor(s); and/or,
- Logging into the appropriate District Learning Management System (LMS) and participating in the required activities for an amount of time appropriate to the age of the student not exceeding six (6) hours of instruction per day. This does not include homework, projects, or other supplemental assignments from the instructor; and/or,
- Onsite participation in District and State assessments; and/or,
- When necessary, engagement requirements outlined in an Individualized Student Success Plan; and/or,
- Other requirements determined by the building principal and/or instructor(s) to satisfactorily complete the assigned learning tasks required to gain the knowledge and skills necessary for promotion to the next grade level or graduation.

Failure to meet these engagement requirements will result in an unexcused absence each day that the time and engagement requirements are not met. Absences may be excused and made up according to District policies 4.7 -- ABSENCES, and 4.8 -- MAKE-UP WORK

CROSS REFERENCE – 4.3 COMPULSORY ATTENDANCE

4.7 – ABSENCES

4.8 -- MAKE-UP WORK

Date Adopted: March 29, 2021

Last Revised:

### **4.4—Student Transfers**

Transfer applications received by the District shall be placed on the Board's next meeting agenda.<sup>1</sup> At least five (5) days before the meeting where the transfer application appears on the agenda, the superintendent shall notify the Board regarding:

- All transfer applications received since the last meeting; and
- The superintendent's recommendation concerning each transfer application.

Each transfer application shall be considered individually and receive a separate vote by the Board. The parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to a student who submits a transfer application shall be given at least five (5) minutes to present the student's case for a transfer to the Board.

The Board may reject a nonresident's application for admission if its acceptance would necessitate the addition of staff or classrooms, exceed the capacity of a program, class, grade level, or school building, or cause the District to provide educational services not currently provided in the affected school.<sup>2</sup> The District shall reject applications that would cause it to be out of compliance with applicable laws and regulations regarding desegregation.



If the superintendent intends to recommend the Board deny the transfer application, the superintendent shall provide a written explanation of the reasons for the recommendation to the Board and the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student.

The parent, legal guardian, person having lawful control of a student, or person standing in loco parentis to the student who submitted a transfer application that was rejected may appeal the decision of the Board to the State Board of Education.

Any student transferring from a school accredited by the Division of Elementary and Secondary Education (DESE) to a school in this district shall be placed into the same grade the student would have been in had the student remained at the former school. Any grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Any student transferring from a school that is not accredited by the DESE to a District school shall be evaluated by District staff to determine the student's appropriate grade placement. A student transferring from home school will be placed in accordance with Policy 4.6—HOME SCHOOLING.

Any person who has been expelled from any other school district shall receive a hearing before the Board at the time the student is seeking enrollment in the District. The Board reserves the right to not allow the enrollment of such students until the time of the person's expulsion has expired following the hearing before the Board.<sup>3</sup>

Except as otherwise required or permitted by law,<sup>4</sup> the responsibility for transportation of any nonresident student admitted to a school in this District shall be borne by the student or the student's parents. The District and the resident district may enter into a written agreement with the student or student's parents to provide transportation to or from the District, or both.

Cross Reference: 4.6—HOME SCHOOLING

Legal References: A.C.A. § 6-15-504  
A.C.A. § 6-18-316  
A.C.A. § 6-18-317  
A.C.A. § 6-18-510  
A.C.A. § 9-28-113(b)(4)  
A.C.A. § 9-28-205

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **4.5—School Choice**

### **Standard School Choice**

#### **Exemption**

The District is under an enforceable desegregation court order/court-approved desegregation plan<sup>1</sup> that explicitly limits the transfer of students between school districts and has submitted the appropriate

documentation to the Division of Elementary and Secondary Education (DESE).<sup>2</sup> As a result of the desegregation order/desegregation plan<sup>1</sup>, the District is exempt from the provisions of the Public School Choice Act of 2015 (Standard School Choice) and the Arkansas Opportunity Public School Choice Act (Opportunity School Choice). The District shall notify the superintendents of each of its geographically contiguous school districts of its exemption.<sup>3</sup> The exemption prohibits the District from accepting any school choice applications from students wishing to transfer into or out of the District through standard School Choice or Opportunity School Choice.<sup>4</sup>

## **Definition**

"Sibling" means each of two (2) or more children having a parent in common by blood, adoption, marriage, or foster care.

## **Transfers into the District**

### **Capacity Determination and Public Pronouncement**

The Board of Directors will annually adopt a resolution containing the capacity standards for the District. The resolution will contain the acceptance determination criteria identified by academic program, class, grade level, and individual school. The school is not obligated to add any teachers, other staff, or classrooms to accommodate choice applications. The District may only deny a Standard School Choice application if the District has a lack of capacity by the District having reached ninety percent (90%) of the maximum student population in a program, class, grade level, or school building authorized by the Standards or other State/Federal law.<sup>5</sup>

The District shall advertise in appropriate broadcast media and either print media or on the Internet to inform students and parents in adjoining districts of the range of possible openings available under the School Choice program. The public pronouncements shall state the application deadline; the requirements and procedures for participation in the program; and include contact information for the primary point of contact at the District for school choice questions. Such pronouncements shall be made no later than January 1.<sup>6</sup>

## **Application Process**

The student's parent shall submit a school choice application on a form approved by DESE to this District and the student's resident district. Except for students who are transferring under Uniformed Service Member Dependent School Choice, the transfer application must be postmarked, emailed, or hand delivered between January 1 and May 1 of the year preceding the fall semester the applicant would begin school in the District. The District shall date and time stamp all applications the District receives as both the resident and nonresident district as they are received in the District's central office. Except for applications from students who are transferring under Uniformed Service Member Dependent School Choice, applications postmarked, emailed, or hand delivered on or after May 2 will not be accepted. Statutorily, preference is required to be given to siblings of students who are already enrolled in the District. Therefore, siblings whose applications fit the capacity standards approved by the Board of Directors may be approved ahead of an otherwise qualified non-sibling applicant who submitted an earlier application as identified by the application's date and time stamp.

Except for students who are transferring under Uniformed Service Member Dependent School Choice, no earlier than January 1 of each year, the Superintendent will consider all properly submitted applications for School Choice. By July 1, the Superintendent shall notify the parent and the student's resident district, in writing, of the decision to accept or reject the application.

## **Accepted Applications**

Applications which fit within the District's stated capacity standards shall be provisionally accepted, in writing, with the notification letter stating a reasonable timeline by which the student shall enroll in the District by taking the steps detailed in the letter, including submission of all required documents. If the student fails to enroll within the stated timeline, or if all necessary steps to complete the enrollment are not taken, or examination of the documentation indicates the applicant does not meet the District's stated capacity standards, the acceptance shall be null and void.<sup>7</sup>

A student, whose application has been accepted and who has enrolled in the District, is eligible to continue enrollment until completing his/her secondary education. Continued enrollment is conditioned upon the student meeting applicable statutory and District policy requirements. Any student who has been accepted under choice and who fails to initially enroll under the timelines and provisions provided in this policy; chooses to return to his/her resident district; or enrolls in a home school or private school voids the transfer and must reapply if, in the future, the student seeks another school choice transfer. A subsequent transfer application will be subject to the capacity standards applicable to the year in which the application is considered by the District.

A present or future sibling of a student who continues enrollment in this District may enroll in the District by submitting a Standard School Choice application. Applications of siblings of presently enrolled choice students are subject to the provisions of this policy including the capacity standards applicable to the year in which the sibling's application is considered by the District. A sibling who enrolls in the District through Standard School Choice is eligible to remain in the District until completing his/her secondary education.

Students whose applications have been accepted and who have enrolled in the district shall not be discriminated against on the basis of gender, national origin, race, ethnicity, religion, or disability.

## **Rejected Applications**

The District may reject an application for a transfer into the District under Standard School Choice due to a lack of capacity. However, the decision to accept or reject an application may not be based on the student's previous academic achievement, athletic or other extracurricular ability, English proficiency level, or previous disciplinary proceedings other than a current expulsion.<sup>8</sup>

An application may be provisionally rejected if it is for an opening that was included in the District's capacity resolution, but was provisionally filled by an earlier applicant. If the provisionally approved applicant subsequently does not enroll in the District, the provisionally rejected applicant could be provisionally approved and would have to meet the acceptance requirements to be eligible to enroll in the District.

Rejection of applications shall be in writing and shall state the reason(s) for the rejection. Unless the student's application was rejected due to the application not being timely received by both the resident and nonresident districts, a student whose application was rejected may request a hearing before the State Board of Education to reconsider the application. The request for a hearing must be submitted in writing to the State Board within ten (10) days of receiving the rejection letter from the District.

## **Transfers Out of the District**

All Standard School Choice applications for transfers out of the District shall be granted.

### **Facilities Distress School Choice Applications**

There are a few exceptions from the provisions of the rest of this policy that govern choice transfers triggered by facilities distress. Any student attending a school district that has been identified as being in facilities distress may transfer under the provisions of this policy, but with the following four (4) differences:

- The receiving district cannot be in facilities distress;
- The transfer is only available for the duration of the time the student's resident district remains in facilities distress;
- The student is not required to meet the May 1 application deadline; and
- The student's resident district is responsible for the cost of transporting the student to this District's school.

### **Opportunity School Choice**

#### **Transfers into or Within the District<sup>9</sup>**

For the purposes of this section of the policy, a "lack of capacity"<sup>10</sup> is defined as when the receiving school has reached the maximum student-to-teacher ratio allowed under federal or state law, the DESE Rules for the Standards for Accreditation, or other applicable rules. There is a lack of capacity if, as of the date of the application for Opportunity School Choice, ninety-five percent (95%) or more of the seats at the grade level at the nonresident school are filled.

Unless there is a lack of capacity<sup>10</sup> at the District's school or the transfer conflicts with the provisions of a federal desegregation order applicable to the District, a student may transfer from the student's assigned school to another school in the District<sup>9</sup> or from the student's resident district into the District if:

- Either:
  - The student's resident district has been classified by the state board as in need of Level 5 — intensive support; or
  - The student's assigned school has a rating of "F"; and
- Except for students who are transferring under Uniformed Service Member Dependents School Choice, the student's parent, guardian, or the student if the student is over eighteen (18) years of age has submitted an application of the student's request to transfer by no earlier than January 1 and no later than May 1 of the school year before the school year the student intends to transfer to both the sending and receiving school districts.

Except for ~~these~~ students who are transferring under Uniformed Service Members Dependent School Choice or seeking to transfer within the District, the Superintendent shall notify in writing the parent or guardian, or the student if the student is over eighteen (18) years of age, and the student's resident district whether the Opportunity School Choice application has been accepted or rejected by no later than July 1 of the school year the student is seeking to enroll. If the student is seeking a transfer within the District, the Superintendent shall notify in writing the parent or guardian, or the student if the student is over eighteen (18) years of age, whether the Opportunity School Choice application has been accepted or rejected within fifteen (15) days from receipt of the student's application. The notification shall be sent via First-Class Mail to the address on the application.

If the application is accepted, the notification letter shall state the deadline by which the student must enroll in the receiving school or the transfer will be null and void.

If the District rejects the application, the District shall state in the notification letter the specific reasons for the rejection.<sup>11</sup> Unless the student's application was rejected due to the application not being timely received by both the resident and nonresident districts, a parent or guardian, or the student if the student is over eighteen (18) years of age, may appeal the District's decision to deny the application to the State Board of Education. The appeal must be in writing to the State Board of Education via hand delivery or certified mail, return receipt requested, no later than ten (10) calendar days, excluding weekends and legal holidays, after the notice of rejection was received from the District.

Except for students who are transferring under Uniformed Service Member Dependent School Choice, a student's transfer under Opportunity School choice is effective at the beginning of the next school year and the student's enrollment is irrevocable for the duration of the school year and is renewable until the student completes high school or is beyond the legal age of enrollment. This provision for continuing eligibility under Opportunity School Choice does not negate the student's right to apply for transfer to a district other than the student's assigned school or resident district under the Standard School Choice provisions of this policy.

The District may, but is not obligated to provide transportation to and from the transferring district.<sup>12</sup>

### **Transfers out of, or within, the District<sup>9</sup>**

If a District school receives a rating of "F" or the District has been classified by the State Board as in need of Level 5 Intensive Support, the District shall timely notify parents, guardians, or students, if over eighteen (18) years of age, as soon as practicable after the school or district designation is made of all options available under Opportunity School Choice. The District shall offer the parent or guardian, or the student if the student is over eighteen (18) years of age, an opportunity to submit an application to enroll the student in:

1. A school district that has not been classified by the State Board as in need of Level 5 Intensive Support; or
2. If there is more than one school within the District covering the grade level of the student seeking to transfer that does not have a rating of "F", a public school within the District that is nearest to the student's legal residence that does not have a rating of "F"; or
3. If there is not more than one school within the District covering the grade level of the student seeking to transfer that does not have a rating of "F", a public school that does not have a rating of "F" within a School district that has not been classified by the State Board as in need of Level 5 Intensive Support.

Additionally, the District shall request public service announcements to be made over the broadcast media and in the print media at such times and in such a manner as to inform parents or guardians of students in adjoining districts of the availability of the program, the application deadline, and the requirements and procedure for nonresident students to participate in the program.<sup>13</sup>

### **Uniformed Service Member Dependent School Choice**

"Uniformed service member" means an active or reserve component member of the:

- United States Army, United States Navy, United States Air Force, United States Marine Corps, United States Space Force, or United States Coast Guard;
- National Oceanic and Atmospheric Administration Commissioned Officer Corps; or
- United States Commissioned Corps of the Public Health Service.

"Uniformed service veteran" means a former uniformed service member who has been discharged under conditions other than dishonorable.

A student shall be eligible for school choice under Uniformed Service Member Dependent School Choice if the student is a dependent of a:

- Uniformed service member in full-time active-duty status;
- Surviving spouse of a uniformed service member;
- Reserve component uniformed service member during the period six (6) months before until six (6) months after a Title 10, Title 32, or state active duty mobilization and service; or
- Uniformed service veteran who is returning to civilian status at the conclusion of the uniformed service veteran's active duty status.

A student's parent, legal guardian, person having lawful control of a student, or person standing in loco parentis to the student shall submit a school choice application by mail, e-mail, or in person to the student's nonresident district and resident district. The application shall be accompanied by:

- a. A copy of the identification card of the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis that qualifies the student under this section; and
- b. A copy of the official orders, assignment notification, or notice of mobilization of the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis.

The application deadline required under Standard School Choice and Opportunity School Choice shall not apply to uniformed service member dependents.

The superintendent of the nonresident district shall notify the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student in writing whether the student's application has been accepted or rejected within fifteen (15) days of the nonresident district's receipt of the application. A student's transfer under the Uniformed Services Member Dependent School Choice is effective immediately upon the nonresident district's written notification of an acceptance.

A student shall be permitted only one (1) school transfer per academic year.

The parent, legal guardian, person having lawful control of a student, or person standing in loco parentis to a student shall be responsible for transportation of the student.

### **Unsafe School Choice Program**

Any student that becomes the victim of a violent criminal offense while in or on the grounds of a District school or who is attending a school classified by DESE as a persistently dangerous public school shall be allowed to attend a safe public school within the District.

Legal References:   A.C.A. § 6-1-106  
                           A.C.A. § 6-13-113  
                           A.C.A. § 6-15-2915  
                           A.C.A. § 6-18-227  
                           A.C.A. § 6-18-233  
                           A.C.A. § 6-18-320  
                           A.C.A. § 6-18-510  
                           A.C.A. § 6-18-1901 et seq.  
                           A.C.A. § 6-21-812  
                           DESE Rules Governing Public School Choice

Date Adopted: November 17, 2008

Last Revised: March 28, 2022

## 4.5F—SCHOOL CHOICE CAPACITY RESOLUTION

Whereas:

- The Board of Directors of the Ouachita River School District has approved by a vote of the Board, the following capacity resolution for school choice applicants for the \_\_\_\_ school-year under the provisions of policy 4.5—SCHOOL CHOICE and applicable Arkansas law.
- Except for applicants who are transferring under Uniformed Service Member Dependent School Choice, applicants, whose applications meet the provisions of policy 4.5—SCHOOL CHOICE, will be sent a provisional acceptance notification letter which will give instructions on the necessary steps and timelines to enroll in the District. Provisional acceptance shall be determined prior to July 1 with a final decision to be made by July 1 based on the district's available capacity for each academic program, class, grade level, and individual school.
- Applications will not be accepted if the applications:
  - Are received, electronically timestamped, or postmarked before January 1, unless the application is from a student who is transferring under Uniformed Service Member Dependent School Choice;
  - Are not received, electronically timestamped, or postmarked after May 1, unless the application is postmarked before May 1 or is from a student who is transferring under Uniformed Service Member Dependent School Choice;
  - Are to a student's resident district that has declared itself exempt due to an existing desegregation order; or
  - The student is transferring under Uniformed Service Member Dependent School Choice and the application is not accompanied by relevant documentation.
- The district reserves to itself the ability to determine, based on an examination of student records obtained from the prior district, and other information, whether any student would require a different class, course or courses, program of instruction, or special services than originally applied for. If such an examination determines that capacity has been reached in the appropriate class, course or program of instruction, or that additional staff would have to be hired for the applicant, the District shall rescind the original provisional acceptance letter and deny the Choice transfer for that student.
- The district reserves to itself the ability to decline to accept under school choice any student whose acceptance would require the district to add additional staff to exceed the District's current grade, program, or building capacity.

THEREFORE, let it be resolved that these shall constitute the School Choice openings at the beginning of the School Choice enrollment period for the school-year \_\_\_\_:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Adopted Date: April 21, 2014

Last Revised: May 22, 2023

#### 4.5F2—School Choice Provisional Acceptance Letter

Dear \_\_\_\_\_,

The application you submitted for student's name has been provisionally accepted. While the school's name looks forward to welcoming student's name as a student, to further the application process and to better assist the district in determining the proper placement of student's name, please submit the information listed below to district or school's address by enter date. Failure to submit the information requested by the date specified shall void and nullify this letter's provisional acceptance. In addition to the information you submit, records may be requested from the student's current district/school, and final acceptance may depend on the content of those records as to appropriate grade placement, program placement or services required. A student who has not previously attended an Arkansas public school or did not attend an Arkansas public school in the previous academic year may be evaluated by the district prior to final acceptance, and the results of that evaluation could impact final acceptance.

1. For students applying to enroll in first grade or higher: a copy of the student's transcript from the school where the student is currently enrolled. The student's permanent record, including the original transcript, will be requested from the school immediately following the student's actual enrollment in our district.
2. Proof of the student's age; This can be a 1) birth certificate; 2) A statement by the local registrar or a county recorder certifying the child's date of birth; 3) An attested baptismal certificate; 4) A passport; 5) An affidavit of the date and place of birth by the child's parent or guardian; 6) United States military identification; or 7) Previous school records.
3. The student's health care needs at school.
4. Student's name age appropriate immunization record or an exemption granted for the previous school-year and a statement of whether or not the parent is intending to continue the exemption for the upcoming school year.

After reviewing the submitted documentation, the District will determine if the applicant meets the District's capacity standards and notify you of its decision by insert date.

Respectfully,

Insert name

Insert position/title

Adopted Date: April 21, 2014

Revised: May 22, 2023



#### 4.5F3—School Choice Acceptance Letter

Dear Parent's name,

I am pleased to inform you that the application you submitted for student's name has been accepted pending enrollment of student's name by insert date, however, failure to enroll student's name by this date will render this offer of acceptance null and void.

I look forward to welcoming student's name as part of the school or District's name and/or mascot.

Once your child has enrolled in school with us this coming school-year, student's name will be eligible to continue enrollment in the district until completing high school or is beyond the legal age of enrollment provided the student meets the applicable statutory and District policy requirements all other District students must meet (with the exception of residency in the District) to continue District enrollment. This information is contained in the student handbook. You will be required to fill out a choice renewal form each year by insert date which can be picked up in our district's central office located at insert address.

Respectfully,

Insert name

Insert position/title

Adopted Date: April 21, 2014

Revised: May 22, 2023

#### 4.5F4—School Choice Rejection Letter

Dear Parent's name,

I am sorry, but the application you submitted for \_\_\_\_\_ has been rejected for the following reason(s).

\_\_\_\_ Your child's resident district has declared itself exempt from the provisions of the School Choice Law due to it being under an enforceable desegregation order.

\_\_\_\_ Your child does not meet the openings identified for the coming school-year identified in the Board of Directors Resolution adopted on insert date.

The specific reason for rejection is that acceptance would cause the district to have to add:

\_\_\_ Staff

\_\_\_ Teachers

\_\_\_ classroom(s)

\_\_\_ the insert the name of the program, class, grade level, or school building's capacity

As noted in your original application, you have ten (10) days from receipt of this notice in which to submit a written appeal of this decision to the State Board of Education.

Respectfully,

Insert name  
Insert position/title

Adopted Dates: April 21, 2014  
Revised: May 22, 2023

## **4.6—Home Schooling**

### **Enrollment in Home School**

Parents or legal guardians desiring to provide a home school for their children shall give written notice to the Superintendent of their intent to home school. The notice shall be given:

1. At the beginning of each school year, but no later than August 15;
2. Five (5) school days prior to withdrawing the child (provided the student is not currently under disciplinary action for violation of any written school policy, including, but not limited to, excessive absences) and at the beginning of each school year thereafter; or
3. Within thirty (30) calendar days of the parent or legal guardian establishing residency within the district during the school year.

Written notice of the parent or legal guardian's intent to home school shall be delivered to the Superintendent through any of the following methods:

- Electronically, including without limitation by:
  - Use of the Division of Elementary and Secondary Education's (DESE) online system;
  - Email; or
  - Facsimile;
- By mail; or
- In person.

The notice shall include:

- a. The name, sex, date of birth, grade level, and the name and address of the school last attended, if any;
- b. The mailing address and telephone number of the home school;
- c. The name of the parent or legal guardian providing the home school;
- d. Indicate if the home-schooled student intends to participate in extracurricular activities during the school year;
- e. A statement of whether the home-schooled student plans to seek a high school equivalency diploma during the current school year;
- f. A statement that the parent or legal guardian agrees that the parent or legal guardian is responsible for the education of their children during the time the parents or legal guardians choose to home school; and
- g. A signature of the parent or legal guardian.

To aid the District in providing a free and appropriate public education to students in need of special education services, the parents or legal guardians home-schooling their children shall provide information that might indicate the need for special education services.

A student who has been temporarily issued items, resources, supplies, materials, or other property belonging to the District is eligible for enrollment in a home school during the school year after:

- The items, resources, supplies, materials, or other property belonging to the District have been returned to the District;
- The items, resources, supplies, materials, or other property belonging to the District have been paid for; or
- The semester has ended.

The superintendent or the board of directors may waive the required five (5) school day waiting period for a student's enrollment in home school during a semester if the superintendent or the board of directors is satisfied with the return of temporarily issued items, resources, supplies, materials, or other District property.

### **Enrollment or Re-Enrollment in Public School**

A home-schooled student who wishes to enroll or re-enroll in a District school shall submit:

- A transcript listing all courses taken and semester grades from the home school;
- Score of at least the thirtieth percentile on a nationally recognized norm-referenced assessment taken in the past year; and
- A portfolio of indicators of the home-schooled student's academic progress, including without limitation:
  - Curricula used in the home school;
  - Tests taken and lessons completed by the home-schooled student; and
  - Other indicators of the home-schooled student's academic progress.

If a home-schooled student is unable to provide a nationally recognized norm-referenced score, the District may either assess the student using a nationally recognized norm-referenced assessment or waive the requirement for a nationally recognized norm-referenced assessment score.

A home-schooled student who enrolls or re-enrolls in the District will be placed at a grade level and academic course level equivalent to or higher than the home-schooled student's grade level and academic course level in the home school:

1. As indicated by the documentation submitted by the home-schooled student;
2. By mutual agreement between the public school and the home-schooled student's parent or legal guardian; or
3. If the home-schooled student fails to provide the documentation required by this policy, with the exception of the nationally recognized norm-referenced assessment score, the District may have sole authority to determine the home-schooled student's grade placement and course credits. The District will determine the home-schooled student's grade placement and course credits in the same manner the District uses when determining grade placement and course credits for students enrolling or re-enrolling in the District who attended another public or private school.

The District shall afford a home-schooled student who enrolls or re-enrolls in a public school the same rights and privileges enjoyed by the District's other students. The District shall not deny a home-schooled student who enrolls or re-enrolls in the District any of the following on the basis of the student having attended a home school:

- a. Award of course credits earned in the home school;
- b. Placement in the proper grade level and promotion to the next grade level;
- c. Participation in any academic or extracurricular activity;
- d. Membership in school-sponsored clubs, associations, or organizations;
- e. A diploma or graduation, so long as the student has enrolled or re-enrolled in the District to attend classes for at least the nine (9) months immediately prior to graduation; or
- f. Scholarships.

Legal References: A.C.A. § 6-15-503

Date Adopted: November 17, 2008

Last Revised: June 21, 2021

## **4.7—Absences**

If any student's Individual Education Program (IEP) or 504 Plan conflicts with this policy, the requirements of the student's IEP or 504 Plan take precedence.

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school, whether in person or digitally, is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement.

Absences for students enrolled in synchronous digital courses shall be determined in the same manner as for District students attending courses in person.<sup>1</sup>

### **Attendance Guidelines:**

**In order to be in compliance with the Ouachita River School District attendance policy students shall abide by the following guidelines and will be coded accordingly:**

#### **SCHOOL BUSINESS (SB)**

1. Participation in any school related event during school hours. (it is the school official's responsibility to communicate to the office the list of participants)
2. College Tours WITHOUT a school official. (it is the student's responsibility to obtain a letter from the institution in which they visited)
3. 4-H sanctioned activities. (students are responsible for providing documentation regarding the activity)
4. Military recruitment or training. (it is the student's responsibility to provide documentation regarding the absence)

Students who serve as pages for a member of the General Assembly shall be considered on instructional assignment and shall not be considered absent from school for the day the student is serving as a page.<sup>7</sup>

Up to one (1) time during each scheduled election, a student shall not be considered absent from school for the time the student accompanies the student's parent when the parent is exercising the parent's right to vote in a scheduled election.

#### **MEDICAL (MD)**

In order to be coded as a medical absence the student, parent, legal guardian, or person having lawful control of the student; or person standing in loco parentis must provide a medical note from the following:

1. Medical Doctor or hospital
2. Dentist
3. Eye Doctor
4. Counselor
5. Or any establishment that pertains to the health and well-being of the student
6. School Nurse (the absence can only be coded MD if the nurse has sent the student home. The School Nurse shall communicate with the office in this case.)

7. Absences due to conditions related to pregnancy or parenting, including without limitation:
  - Labor, delivery, and recovery;
  - Prenatal and postnatal medical appointments and other medically necessary, pregnancy-related absences;
  - The illness or medical appointment of a child belonging to a parent who is enrolled at a District school;
  - A legal appointment related to pregnancy or parenting, including without limitation:
    - Adoption;
    - Custody; and
    - Visitation;
  - A reasonable amount of time to accommodate a lactating student's need to express breast milk or to breastfeed the student's child on the District's campus; and
  - At least ten (10) school days of absences for both a parenting mother and a parenting father after the birth of a child.<sup>6</sup>

## **COURT (C)**

Anytime a student has a legal obligation he/she must provide the appropriate documentation.

## **EXTENUATING CIRCUMSTANCES (EXC)**

The student's absence will only qualify for this code if the parent, legal guardian, or person having lawful control of the student; or person standing in loco parentis has met with the principal or designee about the situation in which the absence pertains. It will then be at the discretion of the principal or designee.

## **IN-SCHOOL SUSPENSION (ISS)**

The in-school suspension will provide discipline for students while allowing them to stay at school.

\*\*\*\*\*DURING THE PERIOD OF THEIR SUSPENSION, THE STUDENT SERVING ISS SHALL NOT ATTEND OR PARTICIPATE IN ANY SCHOOL-SPONSORED ACTIVITIES DURING THE IMPOSED SUSPENSION.\*\*\*\*\*

## **OUT-OF-SCHOOL SUSPENSION (OSS)**

The out-of-school suspension is a discipline action intended for students to serve off campus.

\*\*\*\*\*DURING THE PERIOD OF THEIR SUSPENSION, THE STUDENT SERVING OSS SHALL NOT ATTEND OR PARTICIPATE IN ANY SCHOOL-SPONSORED ACTIVITIES DURING THE IMPOSED SUSPENSION. ALSO, DURING THE PERIOD OF THEIR SUSPENSION, STUDENTS SERVING OSS ARE NOT PERMITTED ON CAMPUS EXCEPT TO ATTEND A STUDENT/PARENT/ADMINISTRATOR CONFERENCE.\*\*\*\*\*

## **ABSENCES**

Absences WILL NOT be coded as excused or unexcused. Any absence not defined by the above attendance guidelines shall be considered an absence and will be coded (A) for Absent.

Students who serve as pages for a member of the General Assembly shall be considered on instructional assignment and shall not be considered absent from school for the day the student is serving as a page.<sup>4</sup>

Students with (12)<sup>5</sup> absences in a course in a semester may not receive credit for that course. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the absences, the student may be denied promotion or graduation. Excessive absences shall not be a reason for expulsion or dismissal of a student.

When a student has (6)<sup>5</sup> absences, his/her parents, legal guardians, persons with lawful control of the student, or persons standing in loco parentis shall be notified<sup>6</sup>. Notification shall be by telephone, email, or letter.

Whenever a student exceeds (12)<sup>5</sup> absences in a semester, the District shall notify the prosecuting authority and the parent, legal guardian, person having lawful control of the student, or persons standing in loco parentis shall be subject to a civil penalty as prescribed by law.

It is the Arkansas General Assembly's intention that students having excessive absences be given assistance in obtaining credit for their courses. Therefore, at any time prior to when a student exceeds the number of absences permitted by this policy, the student, or his/her parent, legal guardian, person with lawful control of the student, or person standing in loco parentis may petition the school or district's administration for special arrangements to address the student's absences. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent; legal guardian; person having lawful control of the student; or person standing in loco parentis, and the school or district administrator or designee.<sup>7</sup>

The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the statute.

**\*\*Please see the "Absences Policy" on the Ouachita River Website at <https://www.ouachitariversd.org/> \*\***

Cross References: 4.8—MAKE-UP WORK  
4.57—IMMUNIZATIONS  
5.11—DIGITAL LEARNING COURSES

Legal References: A.C.A. § 6-4-302  
A.C.A. § 6-18-209  
A.C.A. § 6-18-213  
A.C.A. § 6-18-220  
A.C.A. § 6-18-222  
A.C.A. § 6-18-229  
A.C.A. § 6-18-231  
A.C.A. § 6-18-507(g)  
A.C.A. § 6-18-702  
A.C.A. § 6-28-114  
A.C.A. § 7-4-116  
A.C.A. § 9-28-113(f)  
A.C.A. § 27-16-701  
Division of Elementary and Secondary Education Rules Governing Distance and Digital Learning

#### Local Policy

Date Adopted: November 17, 2008

Last Revised: June 21, 2021

### 4.8—Make-Up Work

Students who miss school due to an excused absence shall be allowed to make up the work they missed during their absence under the following rules:<sup>1</sup>

1. Students are responsible for asking the teachers of the classes they missed what assignments they need to make up.<sup>2</sup>
2. Teachers are responsible for providing the missed assignments when asked by a returning student.<sup>2</sup>
3. Students are required to ask for their assignments on their first day back at school or their first class day after their return.<sup>2</sup>
4. Make-up tests are to be rescheduled at the discretion of the teacher, but must be aligned with the schedule of the missed work to be made up.
5. Students shall have one class day to make up their work for each class day they are absent.<sup>3</sup>

6. Make-up work which is not turned in within the make-up schedule for that assignment shall receive a zero.<sup>4</sup>
7. Students are responsible for turning in their make-up work without the teacher having to ask for it.<sup>2</sup>
8. Students who are absent on the day their make-up work is due must turn in their work the day they return to school whether or not the class for which the work is due meets the day of their return.
9. As required/permitted by the student's Individual Education Program or 504 Plan.

Work may not be made up for credit for unexcused absences **unless** the unexcused absences are part of a signed agreement as permitted by policy 4.7—ABSENCES.<sup>5</sup>

Work for students serving an out-of-school suspension or expulsion shall be in accordance with the District's programs, measures, or alternative means and methods to continue student engagement and access to education during the student's period of suspension or expulsion.

In lieu of the timeline above, assignments for students who are excluded from school by the Arkansas Department of Health during a disease outbreak are to be made up as set forth in Policy 4.57—IMMUNIZATIONS.

In addition to the make-up work process above, at the conclusion of a pregnancy-related or parenting-related period of absence, a student may choose from various options to make up missed work, including without limitation:

- a. Retaking a semester at the District school where the student is enrolled;
- b. Participating in an online course credit recovery program;
- c. Being granted six (6) weeks to continue at the same pace and finish the semester at a later date, provided that the student may:
  - Complete the student's coursework within the current school year; or
  - Attend previously scheduled summer school classes made available by the District Where the student is enrolled; and
- d. Receiving home-based instruction services.

Cross References: 4.7—ABSENCES  
4.30—SUSPENSION FROM SCHOOL  
4.31—EXPULSION  
4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-15-1406  
A.C.A. § 6-18-502

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **4.9—Tardies**

Promptness is an important character trait that District staff is to encourage to model and help develop in our schools' students. At the same time, promptness is the responsibility of each student. Students who are late to class show a disregard for both the teacher and their classmates which compromises potential student achievement.

### **High School:**

A student who is not in the room and seated when the bell sounds is tardy. A student who is checking in school 15 minutes or less after the bell rings will be counted tardy. A student that checks into school more than 15 minutes after the bell rings will be counted absent.

### **Elementary:**

#### **Arrival, Dismissal, and Early Dismissal**

Students go to class each morning at 7:45 a.m. Non-bus students should not arrive before 7:30 a.m. All students that arrive between 7:30 a.m. and 7:45 a.m. must go to the Cafeteria upon arrival. Students choosing to eat breakfast at school should eat prior to going to their homeroom class. Students who arrive at school after 8:00 a.m. should be accompanied to the office by an adult.

- A student who arrives after 7:50 and before 8:20 will be counted tardy.**
- A student who arrives after 8:20 will be counted absent ½ day a.m.**
- A student who leaves school between 8:20 and 11:30 will be counted absent ½ day a.m.**
- A student who leaves school between 11:30 and 3:00 will be counted absent ½ day p.m.**
- Students that leave and return to school during the same day will be counted absent according to the amount of time missed.**
  - o **Less than 1 hour – tardy notation**
  - o **1 – 3 hours – ½ day absence**
  - o **More than 3 hours – full day absence**

### **Local Policy**

Date Adopted: November 17, 2008

Last Revised: June 26, 2023

## **4.10—Closed Campus**

All schools in the District shall operate closed campuses. Students are required to stay on campus from their arrival until dismissal at the end of the regular school day unless given permission to leave the campus by a school official. Students must sign out in the office upon their departure.

Date Adopted: November 17, 2008

Last Revised: April 16, 2012

## **4.11—Equal Educational Opportunity**

No student in the Ouachita River School District shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability be excluded from participation in, or denied the benefits of, or subjected to discrimination under any educational program or activity sponsored by the District. The District has a limited open forum granting equal access to the Boy Scouts of America and other youth groups.<sup>1</sup>

Inquiries on non-discrimination may be directed to Superintendent<sup>2</sup>, who may be reached at 479-394-2348<sup>3</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.



For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html> ; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Legal References: A.C.A. § 6-10-132  
A.C.A. § 6-18-514  
28 C.F.R. § 35.106  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Date Adopted: November 17, 2008  
Last Revised: March 28, 2022

#### **4.12—Student Organizations/Equal Access**

Non-curriculum-related secondary school student organizations wishing to conduct meetings on school premises during non-instructional time shall not be denied equal access on the basis of the religious, political, philosophical, or other content of the speech at such meetings. Such meetings must meet the following criteria.

1. The meeting is to be voluntary and student initiated;
2. There is no sponsorship of the meeting by the school, the government, or its agents or employees;
3. The meeting must occur during non-instructional time;
4. Employees or agents of the school are present at religious meetings only in a non-participatory capacity;
5. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
6. Non-school persons may not direct, conduct, control, or regularly attend activities of student groups.

All meetings held on school premises must be scheduled and approved by the principal. The school, its agents, and employees retain the authority to maintain order and discipline, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

Fraternities, sororities, and secret societies are forbidden in the District's schools. Membership to student organizations shall not be by a vote of the organization's members, nor be restricted by the student's race, religion, sex, national origin, or other arbitrary criteria. Hazing, as defined by law, is forbidden in connection with initiation into, or affiliation with, any student organization, extracurricular activity or sport program.

Legal References: A.C.A. § 6-5-201 et seq.  
A.C.A. § 6-10-132  
A.C.A. § 6-18-601 et seq.  
A.C.A. § 6-21-201 et seq.  
20 U.S.C. 4071 Equal Access Act  
Board of Education of the Westside Community Schools v. Mergens, 496 U.S. 226 (1990)

#### **4.13—Privacy of Students' Records/Directory Information**

Except when a court order regarding a student has been presented to the district to the contrary, all students' education records are available for inspection and copying by the parent of his/her student who is under the age of eighteen (18). At the age of eighteen (18), the right to inspect and copy a student's records transfers to the student. A student's parent or the student, if over the age of 18, requesting to review the student's education records will be allowed to do so within no more than forty five (45) days<sup>1</sup> of the request. The district forwards education records, including disciplinary records, to schools that have requested them and in which the student seeks or intends to enroll, or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

The district shall receive written permission before releasing education records to any agency or individual not authorized by law to receive and/or view the education records without prior parental permission. The District shall maintain a record of requests by such agencies or individuals for access to, and each disclosure of, personally identifiable information (PII) from the education records of each student. Disclosure of education records is authorized by law to school officials with legitimate educational interests. A personal record kept by a school staff member is **not** considered an education record if it meets the following tests.

- it is in the sole possession of the individual who made it;
- it is used only as a personal memory aid; and
- information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute.

For the purposes of this policy a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

For the purposes of this policy a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility, contracted duty, or duty of elected office.

In addition to releasing PII to school officials without permission, the District may disclose PII from the education records of students in foster care placement to the student's caseworker or to the caseworker's representative without getting prior consent of the parent (or the student if the student is over eighteen (18)). For the District to release the student's PII without getting permission:

- The student must be in foster care;
- The individual to whom the PII will be released must have legal access to the student's case plan; and
- The Arkansas Department of Human Services, or a sub-agency of the Department, must be legally responsible for the care and protection of the student.

The District discloses PII from an education record to appropriate parties, including parents, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The superintendent or designee shall determine who will have access to and the responsibility for disclosing information in emergency situations.

When deciding whether to release PII in a health or safety emergency, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

For purposes of this policy, the Ouachita River School District does not distinguish between a custodial and noncustodial parent, or a non-parent such as a person acting in loco parentis or a foster parent with respect to gaining access to a student's records. Unless a court order restricting such access has been presented to the district to the contrary, the fact of a person's status as parent or guardian, alone, enables that parent or guardian to review and copy his child's records.

If there exists a court order which directs that a parent not have access to a student or his/her records, the parent, guardian, person acting in loco parentis, or an agent of the Department of Human Services must present a file-marked copy of such order to the building principal and the superintendent. The school will make good-faith efforts to act in accordance with such court order, but the failure to do so does not impose legal liability upon the school. The actual responsibility for enforcement of such court orders rests with the parents or guardians, their attorneys and the court which issued the order.

A parent or guardian does not have the right to remove any material from a student's records, but such parent or guardian may challenge the accuracy of a record. The right to challenge the accuracy of a record does not include the right to dispute a grade, disciplinary rulings, disability placements, or other such determinations, which must be done only through the appropriate teacher and/or administrator, the decision of whom is final. A challenge to the accuracy of material contained in a student's file must be initiated with the building principal, with an appeal available to the Superintendent or his/her designee. The challenge shall clearly identify the part of the student's record the parent wants changed and specify why he/she believes it is inaccurate or misleading. If the school determines not to amend the record as requested, the school will notify the requesting parent or student of the decision and inform them of their right to a hearing regarding the request for amending the record. The parent or eligible student will be provided information regarding the hearing procedure when notified of the right to a hearing.

Unless the parent or guardian of a student (or student, if above the age of eighteen [18]) objects, "directory information" about a student may be made available to the public, military recruiters, post-secondary educational institutions, prospective employers of those students, as well as school publications such as annual yearbooks and graduation announcements.<sup>4</sup> "Directory information" includes, but is not limited to, a student's name, address, telephone number, electronic mail address, photograph, date and place of birth, dates of attendance, his/her placement on the honor roll (or the receipt of other types of honors), as well as his/her participation in school clubs and extracurricular activities, among others. If the student participates in inherently public activities (for example, basketball, football, or other interscholastic activities), the publication of such information will be beyond the control of the District. "Directory information" also includes a student identification (ID) number, user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems and a student ID number or other unique personal identifier that is displayed on a student's ID badge, provided the ID cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user.

A student's name and photograph will only be displayed on the district or school's web page(s) after receiving the written permission from the student's parent or student if over the age of 18.

The form for objecting to making directory information available is located in the back of the student handbook and must be completed and signed by the parent or age-eligible student and filed with the building principal's office no later than ten (10) school days after the beginning of each school year or the date the student is enrolled for school. Failure to file an objection by that time is considered a specific grant of permission. The district is required to continue to honor any signed-opt out form for any student no longer in attendance at the district.

The right to opt out of the disclosure of directory information under Family Educational Rights and Privacy Act (FERPA) does not prevent the District from disclosing or requiring a student to disclose the student's name, identifier, or institutional email address in a class in which the student is enrolled.

Parents and students over the age of 18 who believe the district has failed to comply with the requirements for the lawful release of student records may file a complaint with the U.S. Department of Education (DOE) at

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

The District shall ensure that all contracts that disclose or make available student personally identifiable information to vendors, including school service contract providers, school service on-demand providers, and other third parties, including without limitation subcontractors of contract providers, include express provisions that safeguard the privacy and security of student personally identifiable information that meet the requirements under A.C.A. § 6-18-2601 et seq. The District shall maintain a list of the school service contract providers that the District contracts with for school services that include or make available student personally identifiable information. The list shall be updated at least once at the beginning of each semester and provided to parents upon request.

Cross References: Policy 4.34—Communicable Diseases and Parasites  
Policy 5.20—District Web Site  
Policy 5.20.1—Web Site Privacy Policy  
Policy 5.20F1—Permission to Display Photo of Student on Web Site

Legal References: A.C.A. § 6-18-2601 et seq.  
A.C.A. § 9-28-113(b)(6)  
20 U.S.C. § 1232g  
20 U.S.C. § 7908  
34 CFR §§ 99.3, 99.7, 99.21, 99.22, 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 99.63, 99.64

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

#### **4.13F—Objection to Publication of Directory Information**

**(Not to be filed if the parent/student has no objection)**

I, the undersigned, being a parent of a student, or a student eighteen (18) years of age or older, hereby note my objection to the disclosure or publication by the Ouachita River School District of directory information, as defined in Policy No. 4.13 (Privacy of Students' Records), concerning the student named below. The district is required to continue to honor any signed opt-out form for any student no longer in attendance at the district.

I understand that the participation by the below-named student in any interscholastic activity, including athletics and school clubs, may make the publication of some directory information unavoidable, and the publication of such information in other forms, such as telephone directories, church directories, etc., is not within the control of the District.

I understand that this form must be filed with the office of the appropriate building principal within ten (10) school days from the beginning of the current school year or the date the student is enrolled for school in order for the District to be bound by this objection. Failure to file this form within that time is a specific grant of permission to publish such information.

I object and wish to deny the disclosure or publication of directory information as follows:

- Deny disclosure to military recruiters \_\_\_\_\_
- Deny disclosure to Institutions of postsecondary education \_\_\_\_\_
- Deny disclosure to Potential employers \_\_\_\_\_
- Deny disclosure to all public and school sources \_\_\_\_\_

Selecting this option will prohibit the release of directory information to the three categories listed above along with all other public sources (such as newspapers), AND result in the student's directory information not being included in the school's yearbook and other school publications.

Deny disclosure to all public sources \_\_\_\_\_

Selecting this option will prohibit the release of directory information to the first three categories listed above along with all other public sources (such as newspapers), but permit the student's directory information to be **included** in the school's yearbook and other school publications.

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)

**4.14—Student Media and the Distribution of Literature**

The Superintendent and the student media advisors(s)<sup>1</sup> shall jointly develop administrative regulations for the implementation of this policy. The regulations shall include definitions of terms and the time(s), place(s), and manner(s) of the dissemination of student media, which shall include timelines for the review of materials.

**Definitions**

“School-sponsored media” means all student media that are:

- Supported financially by the school;
- Supported by the use of school facilities; or
- Produced in conjunction with a class.

“Student journalist” means a student who gathers, writes, edits, photographs, records, video tapes, or prepares information for dissemination in student media.

“Student media” means any means of communication that are:<sup>2</sup>

- Prepared, substantially written, published, or broadcasted by a student;
- Distributed or generally made available, either free of charge or for a fee, to members of the student body; and
- Prepared under the direction of a student media advisor.

“Student media” does not include media that is intended for distribution or transmission solely in the classroom in which it is produced.

“Student media advisor” means an individual who is employed, appointed, or designated by the District to supervise or provide instruction with respect to student media.

## **Student Media**

While the District recognizes a student’s right of expression under the First Amendment of the Constitution of the United States, school-sponsored media does not provide an open public forum for public expression. Student media, as well as the content of student expression in school-sponsored activities, shall be subject to the editorial review of the District’s administration, whose actions shall be reasonably related to legitimate pedagogical concerns and adhere to the following limitations:

7. Advertising may be accepted for media that does not condone or promote products that are inappropriate for the age and maturity of the audience or that endorses such things as tobacco, alcohol, or drugs.
8. Media may be regulated to prohibit communications determined by the appropriate teacher, student media advisor, and/or administrator to be ungrammatical; poorly written; inadequately researched; biased or prejudiced; vulgar or profane; or unsuitable for immature audiences.
9. Media may be regulated to prohibit the dissemination of material that may reasonably be perceived to advocate drug or alcohol use; irresponsible sex; conduct that is otherwise inconsistent with the shared values of a civilized social order; or to associate the school with any position other than neutrality on matters of political controversy.
10. Prohibited media includes those that:
  - a. Are obscene as to minors;
  - b. Are libelous or slanderous, including material containing defamatory falsehoods about public figures or governmental officials, and made with knowledge of their falsity or a reckless disregard of the truth;
  - c. Constitute an unwarranted invasion of privacy as defined by state law;
  - d. Suggest or urge the commission of unlawful acts on the school premises;
  - e. Suggest or urge the violation of lawful school regulations;
  - f. Scurrilously attacks ethnic, religious, or racial groups; or
  - g. Harass, threaten, or intimidate a student.

## **Student Media on School Web Pages**

Student media displayed on school web pages shall follow the same guidelines as listed above and shall also:

1. Not contain any non-educational advertisements;
2. Adhere to the restrictions regarding use of Directory Information as prescribed in Policy 4.13 including not using a student's photograph when associated with the student's name unless written permission has been received from the student's parent or student if over the age of eighteen (18);
3. State that the views expressed are not necessarily those of the School Board or the employees of the district.

### **Student Distribution of Non-school Literature, Publications, and Materials**

A student or group of students who distribute ten (10) or fewer copies of the same non-school-sponsored literature, publications, or materials shall do so in a time, place, and manner that does not cause a substantial disruption of the orderly education environment. A student or group of students wishing to distribute more than ten (10) copies of non-school-sponsored materials<sup>3</sup> shall have school authorities<sup>4</sup> review their non-school-sponsored materials at least three (3) school days<sup>4</sup> in advance of their desired time of dissemination. School authorities shall review the non-school-sponsored materials, prior to their distribution and will bar from distribution those non-school-sponsored materials that are obscene, libelous, pervasively indecent, or advertise unlawful products or services. Material may also be barred from distribution if there is evidence that reasonably supports a forecast that a substantial disruption of the orderly operation of the school or educational environment will likely result from the distribution.<sup>6</sup> Concerns related to any denial of distribution by the principal shall be heard by the superintendent, whose decision shall be final.

The school principal or designee shall establish reasonable regulations governing the time, place, and manner of student distribution of non-school-sponsored materials. The regulations shall:

1. Be narrowly drawn to promote orderly administration of school activities by preventing disruption and may not be designed to stifle expression;
2. Be uniformly applied to all forms of non-school-sponsored materials;
3. Allow no interference with classes or school activities;
4. Specify times, places, and manner where distribution may and may not occur<sup>7</sup>; and
5. Not inhibit a person's right to accept or reject any literature distributed in accordance with the regulations.<sup>8</sup>

Students shall be responsible for the removal of excess literature that is left at the distribution point for more than 3 days.<sup>9</sup>

Cross References: 1.9—POLICY Formulation  
4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION  
4.43—BULLYING

Legal References: A.C.A. § 6-18-514  
A.C.A. § 6-18-1201 et seq.  
*Tinker v. Des Moines ISD*, 393 U.S. 503 (1969)  
*Bethel School District No. 403 v. Fraser*, 478 U.S. 675 (1986)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)

Date Adopted: November 17, 2008

## **4.15—Contacts with Students While at School**

### **CONTACT BY PARENTS**

Parents wishing to speak to their children during the school day shall register first with the office.

### **CONTACT BY NON-CUSTODIAL PARENTS**

If there is any question concerning the legal custody of the student, the custodial parent shall present documentation to the principal or the principal's designee establishing the parent's custody of the student. It shall be the responsibility of the custodial parent to make any court ordered "no contact" or other restrictions regarding the non-custodial parent known to the principal by presenting a copy of a file-marked court order. Without such a court order on file, the school will release the child to either of his/her parents. Non-custodial parents who file with the principal a date-stamped copy of current court orders granting unsupervised visitation may eat lunch, volunteer in their child's classroom, or otherwise have contact with their child during school hours and the prior approval of the school's principal. Such contact is subject to the limitations outlined in Policy 4.16, Policy 6.5, and any other policies that may apply.

Arkansas law provides that, in order to avoid continuing child custody controversies from involving school personnel and to avoid disruptions to the educational atmosphere in the District's schools, the transfer of a child between his/her custodial parent and non-custodial parent, when both parents are present, shall not take place on the school's property on normal school days during normal hours of school operation. The custodial or non-custodial parent may send to/drop off the student at school to be sent to/picked up by the other parent on predetermined days in accordance with any court order provided by the custodial parent or by a signed agreement between both the custodial and non-custodial parents that was witnessed by the student's building principal.<sup>1</sup> Unless a valid no-contact order has been filed with the student's principal or the principal's designee, district employees shall not become involved in disputes concerning whether or not that parent was supposed to pick up the student on any given day.

### **CONTACT BY LAW ENFORCEMENT, SOCIAL SERVICES, OR BY COURT ORDER**

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Division of Arkansas State Police may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72-hour hold" without first obtaining a court order. Except as provided below, other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen (18) years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, legal guardian, person having lawful control of the student, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Division of Arkansas State Police, or an investigator or employee of the Department of Human Services.



In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours telephone number.

### **CONTACT BY PROFESSIONAL LICENSURE STANDARDS BOARD INVESTIGATORS**

Investigators for the Professional Licensure Standards Board may meet with students during the school day to carry out the investigation of an ethics complaint.

Legal References: A.C.A. § 6-18-513  
A.C.A. § 9-13-104  
A.C.A. § 12-18-609, 610, 613  
A.C.A. § 12-18-1001, 1005

Date Adopted: November 17, 2008  
Last Revised: April 27, 2020

### **4.16—Student Visitors**

The board strongly believes that the purpose of school is for learning. Social visitors, generally, disrupt the classroom and interfere with learning that should be taking place. Therefore, visiting with students at school is strongly discouraged, unless approved by the principal and scheduled in advance. This includes visits made by former students, friends, and/or relatives of teachers or students. Any visitation to the classroom shall be allowed only with the permission of the school principal and all visitors must first register at the office.

Cross References: For adult visits see Policy 4.15—Contact With Students While at School and Policy 6.5—Visitors to the Schools

Date Adopted: November 17, 2008  
Last Revised:

### **4.17—Student Discipline**

The Ouachita River Board of Education has a responsibility to protect the health, safety, and welfare of the District's students and employees. To help maintain a safe environment conducive to high student achievement, the Board establishes policies necessary to regulate student behavior to promote an orderly school environment that is respectful of the rights of others and ensures the uniform enforcement of student discipline. Students are responsible for their conduct that occurs:

- At any time on the school grounds;
- Off school grounds at a school sponsored function, activity, or event; and
- Going to and from school or a school activity.

The District's administrators may also take disciplinary action against a student for off-campus conduct occurring at any time that would have a detrimental impact on school discipline, the educational environment, or the welfare of the students and/or staff. A student who has committed a criminal act while off campus and whose presence on campus could cause a substantial disruption to school or endanger the welfare of other students or staff is subject to disciplinary action up to and including expulsion. Such acts could include, but are not limited to: a felony or an act that would be considered a felony if committed by an adult; an assault or battery; drug law violations; or sexual misconduct of a serious nature. Any disciplinary action pursued by the District shall be in accordance with the student's appropriate due process rights.<sup>1</sup>

The District shall incorporate the District's implementation of positive behavioral supports in accordance with Policy 4.60 in the application of student discipline.

The District's personnel policy committees shall annually review the District's student discipline policies, including State and District student discipline data, and may recommend changes in the policies to the Ouachita River School Board. The Board has the responsibility of determining whether to approve any recommended changes to student discipline policies.

The District's student discipline policies shall be distributed to each student during the first week of school each year and to new students upon their enrollment. Each student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis shall sign and return to the school an acknowledgement form documenting that they have received the policies.

The District shall develop and provide programs, measures, or alternative means and methods for continued student engagement and educational access during periods of suspension or expulsion.

The superintendent is authorized to modify the penalties set forth in the District's student discipline policies on a case-by-case basis.

It is required by law that the principal or the person in charge report to the police any incidents the person has personal knowledge of or has received information leading to a reasonable belief that a person has committed or threatened to commit an act of violence or any crime involving a deadly weapon on school property or while under school supervision. If the person making the report is not the Superintendent, that person shall also inform the Superintendent of the incident. Additionally, the principal shall inform any school employee or other person who initially reported the incident that a report has been made to the appropriate law enforcement agency. The Superintendent or designee shall inform the Board of Directors of any such report made to law enforcement.

The superintendent shall make a report annually to the Board of Directors on student discipline data, which shall include, without limitation: the number of incidents of bullying reported and the actions taken regarding the reported incidents of bullying.

Cross References: 1.9—POLICY FORMULATION  
4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT

Legal References: A.C.A. § 6-17-113  
A.C.A. § 6-18-502  
A.C.A. § 6-18-514  
A.C.A. § 6-18-2401 et seq.

## DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008

Last Revised: March 28, 2022

### **4.18—Prohibited Conduct**

Students and staff require a safe and orderly learning environment that is conducive to high student achievement. Certain student behaviors are unacceptable in such an environment and are hereby prohibited by the Board. Prohibited behaviors include, but shall not be limited to the following:

1. Disrespect for school employees and failing to comply with their reasonable directions or otherwise demonstrating insubordination;
2. Disruptive behavior that interferes with orderly school operations;
3. Willfully and intentionally assaulting or threatening to assault or physically abusing any student or school employee;
4. Possession of any weapon that can reasonably be considered capable of causing bodily harm to another individual;
5. Possession or use of tobacco in any form on any property owned or leased by any public school;
6. Willfully or intentionally damaging, destroying, or stealing school property;
7. Possession of any paging device, beeper, or similar electronic communication devices on the school campus during normal school hours unless specifically exempted by the administration for health or other compelling reasons;
8. Possession, selling, distributing, or being under the influence of an alcoholic beverage, any illegal drug, unauthorized inhalants, or the inappropriate use or sharing of prescription or over the counter drugs, or other intoxicants, or anything represented to be a drug;
9. Sharing, diverting, transferring, applying to others (such as needles or lancets), or in any way misusing medication or any medical supplies in their possession;
10. Inappropriate public displays of affection;
11. Cheating, copying, or claiming another person's work to be his/her own;
12. Gambling;
13. Inappropriate student dress;
14. Use of vulgar, profane, or obscene language or gestures;
15. Truancy;
16. Excessive tardiness;
17. Engaging in behavior designed to taunt, degrade, or ridicule another person on the basis of race, ethnicity, national origin, sex, sexual orientation, gender identity, or disability;

18. Possess, view, distribute or electronically transmit sexually explicit or vulgar images or representations, whether electronically, on a data storage device, or in hard copy form;
19. Hazing, or aiding in the hazing of another student;
20. Gangs or gang-related activities, including belonging to secret societies of any kind, are forbidden on school property. Gang insignias, clothing, “throwing signs” or other gestures associated with gangs are prohibited;
21. Sexual harassment;
22. Bullying;
23. Operating a vehicle on school grounds while using a wireless communication device and
24. Theft of another individual’s personal property.

The Board directs each school in the District to develop implementation regulations for prohibited student conduct consistent with applicable Board policy, State and Federal laws, and judicial decisions.

Cross References:

- Prohibited Conduct #2— Policy # 4.20
- Prohibited Conduct #3— Policy # 4.21, 4.26
- Prohibited Conduct #4— Policy # 4.22
- Prohibited Conduct #5— Policy # 4.23
- Prohibited Conduct #7—Policy 4.47
- Prohibited Conduct #8— Policy # 4.24
- Prohibited Conduct # 13— Policy # 4.25
- Prohibited Conduct # 14— Policy # 4.21
- Prohibited Conduct # 15— Policy # 4.7
- Prohibited Conduct # 16 — Policy # 4.9
- Prohibited Conduct # 17— Policy # 4.43
- Prohibited Conduct # 20— Policy # 4.26
- Prohibited Conduct # 21—Policy # 4.27
- Prohibited Conduct # 22— Policy # 4.43
- Prohibited Conduct # 23— Policy # 4.47

Legal References:

- A.C.A. § 6-5-201
- A.C.A. § 6-15-1005
- A.C.A. § 6-18-222
- A.C.A. § 6-18-502
- A.C.A. § 6-18-514
- A.C.A. § 6-18-707
- A.C.A. § 6-21-609
- A.C.A. § 27-51-1602
- A.C.A. § 27-51-1603
- A.C.A. § 27-51-1609
- DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008  
Last Revised: June 22, 2020

#### **4.19—Conduct to and From School and Transportation Eligibility**

The District's Student Code of conduct applies to students while traveling to and from school or to and from a school activity to the same extent as if the students were on school grounds. Appropriate disciplinary actions may be taken against commuting students who violate the District's Student Code of Conduct.

The preceding paragraph also applies to student conduct while on school buses. Students shall be instructed in safe riding practices.<sup>1</sup> The driver of a school bus shall not operate the school bus until every passenger is seated. In addition to other disciplinary measures provided for violations of the District's Student Code of Conduct, the student's bus transportation privileges may be suspended or terminated for violations of the Student Code of Conduct related to bus behavior.

Students are eligible to receive district bus transportation if they meet the following requirements.<sup>2</sup> The transportation to and from school of students who have lost their bus transportation privileges is the responsibility of the student's parent or guardian.

Legal Reference:     A.C.A. § 5-60-122  
                          A.C.A. § 6-19-119 (b)  
                          Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.0

Date Adopted: November 17, 2008  
Last Revised: June 24, 2019

#### **4.20—Disruption of School**

No student shall by the use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct, intentionally cause the disruption of any lawful mission, process, or function of the school, or engage in any such conduct for the purpose of causing disruption or obstruction of any lawful mission, process, or function. Nor shall any student encourage any other student to engage in such activities.

Disorderly activities by any student or group of students that adversely affect the school's orderly educational environment shall not be tolerated at any time on school grounds. Teachers may remove from class and send to the principal or principal's designee office a student whose behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach the students, the class, or with the ability of the student's classmates to learn. Students who refuse to leave the classroom voluntarily will be escorted from the classroom by the school administration.

Legal References:    A.C.A. § 6-18-511  
                          DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008  
Last Revised: June 22, 2020

#### **4.21—Student Assault or Battery**

A student shall not threaten, physically abuse, attempt to physically abuse, or behave in such a way as to be perceived to threaten bodily harm to any other person (student, school employee, or school visitor). Any gestures; vulgar, abusive, or insulting language; taunting, threatening, harassing, or intimidating remarks by a student toward another person that threatens their well-being is strictly forbidden. This includes, but is not limited to, fighting, racial, ethnic, religious, or sexual slurs.

Furthermore, it is unlawful, during regular school hours, and in a place where a public school employee is required to be in the course of his or her duties, for any person to address a public school employee using language which, in its common acceptance, is calculated to:

- a. Cause a breach of the peace;
- b. Materially and substantially interfere with the operation of the school; or
- c. Arouse the person to whom it is addressed to anger, to the extent likely to cause imminent retaliation.

Students guilty of such an offense may be subject to legal proceedings in addition to any student disciplinary measures.

Legal References: A.C.A. § 6-17-106 (a)  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008

Last Revised: June 22, 2020

#### **4.22—Weapons and Dangerous Instruments**

##### **Definitions**

“Firearm” means any device designed, made, or adapted to expel a projectile by the action of an explosive or any device readily convertible to that use.

“Possession” means having a weapon on the student’s body or in an area under the student’s control.

“Weapon” means any:

- Firearm;
- Knife;
- Razor;
- Ice pick;
- Dirk;
- Box cutter;
- Nunchucks;
- Pepper spray, mace, or other noxious spray;
- Explosive;
- Taser or other instrument that uses electrical current to cause neuromuscular incapacitation; or
- Any other instrument or substance capable of causing bodily harm.

No student, except for Military personnel (such as ROTC cadets) acting in the course of their official duties or as otherwise expressly permitted by this policy, shall possess a weapon, display what appears to be a weapon, or threaten to use a weapon before or after school while:

- In a school building;
- On or about school property;

- At any school sponsored activity or event;
- On route to or from school or any school sponsored activity; or
- Off the school grounds at any school bus stop.

If a student discovers prior to any questioning or search by any school personnel that he/she has accidentally brought a weapon, other than a firearm, to school on his/her person, in a book bag/purse, or in his/her vehicle on school grounds, and the student informs the principal or a staff person immediately, the student will not be considered to be in possession of a weapon unless it is a firearm. The weapon shall be confiscated and held in the office until such time as the student's parent/legal guardian shall pick up the weapon from the school's office. Repeated offenses are unacceptable and shall be grounds for disciplinary action against the student as otherwise provided for in this policy.

Except as permitted in this policy, students found to be in possession on the school campus of a firearm shall be recommended for expulsion for a period of one (1) year. The superintendent shall have the discretion to modify such expulsion recommendation for a student on a case-by-case basis.<sup>1</sup>

Parents or legal guardians of students expelled under this policy shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property.<sup>2</sup> Parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to readmitting the student. Parents or legal guardians of a student enrolling from another school after the expiration of an expulsion period for a firearm policy violation shall also be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a firearm on school property. The parents or legal guardians shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The mandatory expulsion requirement for possession of a firearm does not apply to a firearm brought to school for the purpose of participating in activities approved and authorized by the district that include the use of firearms. Such activities may include ROTC programs; hunting safety or military education; or before or after-school hunting or rifle clubs. Firearms brought to school for such purposes shall be brought to the school employee designated to receive such firearms. The designated employee shall store the firearms in a secure location until they are removed for use in the approved activity.

The district shall report any student who brings a firearm to school to the criminal justice system or juvenile delinquency system by notifying local law enforcement.

Cross Reference: Policy 4.31—EXPULSION

Legal References: A.C.A. § 5-4-201  
 A.C.A. § 5-4-401  
 A.C.A. § 5-27-210  
 A.C.A. § 5-73-119(b) (e)(8), (9), (10)  
 A.C.A. § 5-73-133  
 A.C.A. § 6-18-502  
 A.C.A. § 6-18-507  
 A.C.A. § 6-21-608  
 DESE Rules Governing Student Discipline and School Safety  
 20 USC § 7961

Date Adopted: April 20, 2015  
Last Revised: June 22, 2020

#### **4.23—Tobacco, Electronic Nicotine Delivery Systems, and Related Products**

Smoking or use of tobacco or products containing tobacco in any form (including, but not limited to, cigarettes, cigars, chewing tobacco, and snuff) in or on any real property owned or leased by a District school, including school buses owned or leased by the District, is prohibited. Students who violate this policy may be subject to legal proceedings in addition to student disciplinary measures.

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

Note: The statute requires the statute's posting "...in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport students"

Legal Reference: A.C.A. § 6-21-609

Date Adopted: November 17, 2008  
Last Revised: April 27, 2020

#### **4.24—Drugs and Alcohol**

An orderly and safe school environment that is conducive to promoting student achievement requires a student population free from the deleterious effects of alcohol and drugs. Their use is illegal, disruptive to the educational environment, and diminishes the capacity of students to learn and function properly in our schools.

Therefore, no student in the Ouachita River School District shall possess, attempt to possess, consume, use, distribute, sell, buy, attempt to sell, attempt to buy, give to any person, or be under the influence of any substance as defined in this policy, or what the student represents or believes to be any substance as defined in this policy. This policy applies to any student who: is on or about school property; is in attendance at school or any school sponsored activity; has left the school campus for any reason and returns to the campus; or is on route to or from school or any school sponsored activity.

Prohibited substances shall include, but are not limited to: alcohol, or any alcoholic beverage; inhalants or any ingestible matter that alter a student's ability to act, think, or respond; LSD, or any other hallucinogen; marijuana, cocaine, heroin, or any other narcotic drug; PCP; amphetamines; steroids; "designer drugs"; look-alike drugs; or any controlled substance.

The sale, distribution, or attempted sale or distribution of over-the-counter (OTC) medications, dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, or prescription drugs is prohibited. The possession or use of OTC medications, dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, or prescription drugs is prohibited except as permitted under Policy 4.35—STUDENT MEDICATIONS.



Cross Reference: 4.35—STUDENT MEDICATIONS

Legal Reference: A.C.A. § 6-18-502

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

#### **4.25—Student Dress and Grooming**

The Ouachita River School Board of Education recognizes that dress can be a matter of personal taste and preference. At the same time, the District has a responsibility to promote an environment conducive to student learning. This requires limitations to student dress and grooming that could be disruptive to the educational process because they are immodest, disruptive, unsanitary, unsafe, could cause property damage, or are offensive to common standards of decency.

Students are prohibited from wearing, while on the school grounds during the school day and at school-sponsored events, clothing that exposes underwear, buttocks, or the breast of a female. This prohibition does not apply, however to a costume or uniform worn by a student while participating in a school-sponsored activity or event.

A student shall not be disciplined or discriminated against based upon the student's natural, protective, or cultural hairstyle. A student's natural, protective, or cultural hairstyle includes without limitation afros, dreadlocks, twists, locs, braids, cornrow braids, Bantu knots, curls, and hair styled to protect hair texture or for cultural significance.

The Superintendent shall establish student dress codes for the District's schools, to be included in the student handbook, and are consistent with the above criteria.

Legal References: A.C.A. § 6-10-137  
A.C.A. § 6-18-502(c)(1)  
A.C.A. § 6-18-503(c)

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

#### **4.26—Gangs and Gang Activity**

The Board is committed to ensuring a safe school environment conducive to promoting a learning environment where students and staff can excel. An orderly environment cannot exist where unlawful acts occur causing fear, intimidation, or physical harm to students or school staff. Gangs and their activities create such an atmosphere and shall not be allowed on school grounds or at school functions.

The following actions are prohibited by students on school property or at school functions:

1. Wearing or possessing any clothing, bandanas, jewelry, symbol, or other sign associated with membership in, or representative of, any gang;
2. Engaging in any verbal or nonverbal act such as throwing signs, gestures, or handshakes representative of membership in any gang;

3. Recruiting, soliciting, or encouraging any person through duress or intimidation to become or remain a member of any gang; and/or
4. Extorting payment from any individual in return for protection from harm from any gang.
5. Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion.

Students arrested for gang related activities occurring off school grounds shall be subject to the same disciplinary actions as if they had occurred on school grounds.

Legal References: A.C.A. § 5-74-201 et seq.  
A.C.A. § 6-15-1005(b)(2)

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

#### **4.27—Student Sexual Harassment**

The Ouachita River School District is committed to providing an academic environment that treats all students with respect and dignity. Student achievement is best attained in an atmosphere of equal educational 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.

The District believes the best policy to create an educational environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

#### **Definitions**

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Education program or activity” includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

4. A District employee:
  - a. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in sexual conduct;<sup>2</sup> or
  - b. Uses the rejection of sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
5. The conduct is:
  - a. Unwelcome; and
  - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
6. Constitutes:
  - a. Sexual assault;
  - b. Dating violence
  - c. Domestic violence; or
  - d. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

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

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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person’s alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Students who believe they have been subjected to sexual harassment, or the parent/legal guardian/other responsible adult of a student who believes their student has been subjected to sexual harassment, are encouraged to bring their concerns to **any** District staff member, including a counselor, teacher, Title IX coordinator, or administrator. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sexual harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more

than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant’s sexual predisposition or prior

sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

7. Identification of the allegations potentially constituting sexual harassment;
8. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - f. Any notifications to the parties;
  - g. Interviews with parties and witnesses;
  - h. site visits;
  - i. Methods used to gather other evidence; and
  - j. Hearings held;
9. Findings of fact supporting the determination;
10. Conclusions regarding the application of the District's code of conduct to the facts;
11. A statement of, and rationale for, the result as to each allegation, including:
  - d. A determination regarding responsibility;
  - e. Any disciplinary sanctions imposed on the respondent; and
  - f. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
12. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

## **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- e. The existence of a procedural irregularity that affected the outcome of the matter;
- f. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- g. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- h. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

8. Notify the other party in writing when an appeal is filed;
9. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
10. Implement appeal procedures equally for both parties;
11. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
12. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
13. Issue a written decision describing the result of the appeal and the rationale for the result; and
14. Provide the written decision simultaneously to both parties.

## **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

## **Emergency removal<sup>6</sup>**

The District may remove a respondent from the District's education program or activity on an emergency basis only after the completion of an individualized safety and risk analysis that determines that an immediate

threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. A removed student will be provided with notice and an opportunity to challenge the removal decision immediately following the removal.

### **Retaliation Prohibited**

Students, or the parents/legal guardians/ other responsible adult of a student, who submit a report or file a formal complaint of sexual harassment, testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for code of conduct violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

It shall be a violation of this policy for any student to be subjected to, or to subject another person to, sexual harassment. Following the completion of the District's grievance process, any student who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, expulsion. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Students who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including expulsion. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
    - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
4.11—EQUAL EDUCATIONAL OPPORTUNITY  
5.20—DISTRICT WEBSITE  
7.15—RECORD RETENTION AND DESTRUCTION



## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: 20 USC 1681 et seq.  
34 C.F.R. Part 106  
A.C.A. § 6-15-1005  
A.C.A. § 6-18-502  
A.C.A. § 12-18-102

Date Adopted: November 17, 2018  
Last Revised: March 28, 2022

### **4.28—Laser Pointers**

Students shall not possess any hand held laser pointer while in school; on or about school property, before or after school; in attendance at school or any school-sponsored activity; in route to or from school or any school-sponsored activity; off the school grounds at any school bus stop or at any school-sponsored activity or event. School personnel shall seize any laser pointer from the student possessing it and the student may reclaim it at the close of the school year, or when the student is no longer enrolled in the District.

Legal References: A.C.A. § 6-18-512  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008  
Last Revised: June 22, 2020

### **4.29— Internet Safety and Electronic Device Use Policy**

#### **Definition**

For the purposes of this policy, "electronic device" means anything that can be used to transmit or capture images, sound, or data.

The District makes electronic device(s) and/or electronic device Internet access available to students, to permit students to perform research and to allow students to learn how to use electronic device technology. Use of district electronic devices is for educational and/or instructional purposes only. Student use of electronic device(s) shall only be as directed or assigned by staff or teachers; students are advised that they enjoy no expectation of privacy in any aspect of their electronic device use, including email, and that monitoring of student electronic device use is continuous.

No student will be granted Internet access until and unless an Internet and electronic device use agreement, signed by both the student and the parent or legal guardian (if the student is under the age of eighteen [18]) is on file. The current version of the Internet and electronic device use agreement is incorporated by reference into board policy and is considered part of the student handbook.

#### **Technology Protection Measures**

The District is dedicated to protecting students from materials on the Internet or world wide web that are inappropriate, obscene, or otherwise harmful to minors; therefore, it is the policy of the District to protect each electronic device with Internet filtering software that is designed to prevent students from accessing such materials. For purposes of this policy, "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

- (A) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- (B) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (C) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**Internet Use and Safety**

The District is dedicated to ensuring that students are capable of using the Internet in a safe and responsible manner. The District uses technology protection measures to aid in student safety and shall also educate students on appropriate online behavior and Internet use including, but not limited to:

- interacting with other individuals on social networking websites and in chat rooms;
- Cyberbullying awareness; and
- Cyberbullying response.

**Misuse of Internet**

The opportunity to use the District’s technology to access the Internet is a privilege and not a right. Students who misuse electronic devices or Internet access in any way will face disciplinary action, as specified in the student handbook and/or Internet safety and electronic device use agreement. Misuse of the Internet includes:

- The disabling or bypassing of security procedures, compromising, attempting to compromise, or defeating the district’s technology network security or Internet filtering software;
- The altering of data without authorization;
- Disclosing, using, or disseminating passwords, whether the passwords are the student’s own or those of another student/faculty/community member, to other students;
- Divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, addresses, and phone numbers.
- Using electronic devices for any illegal activity, including electronic device hacking and copyright or intellectual property law violations;
- Using electronic devices to access or create sexually explicit or pornographic text or graphics;
- Using electronic devices to violate any other policy or is contrary to the Internet safety and electronic device use agreement.

Date Adopted: November 17, 2008

Last Revised April 21, 2014

**4.29F—Student Electronic Device and Internet use Agreement**

Student’s Name (Please Print) \_\_\_\_\_ Grade Level \_\_\_\_\_

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

The Ouachita River School District agrees to allow the student identified above (“Student”) to use the district’s technology to access the Internet under the following terms and conditions which apply whether the access is through a District or student owned electronic device (as used in this Agreement, "electronic device" means anything that can be used to transmit or capture images, sound, or data):

1. Conditional Privilege: The Student’s use of the district’s access to the Internet is a privilege conditioned on the Student’s abiding to this agreement. No student may use the district’s access to the Internet whether

through a District or student owned electronic device unless the Student and his/her parent or guardian have read and signed this agreement.

2. Acceptable Use: The Student agrees that he/she will use the District's Internet access for educational purposes only. In using the Internet, the Student agrees to obey all federal laws and regulations and any State laws and rules. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral.

3. Penalties for Improper Use: If the Student violates this agreement and misuses the Internet, the Student shall be subject to disciplinary action. **[Note: A.C.A. § 6-21-107 requires the district to have "...provisions for administration of punishment of students for violations of the policy with stiffer penalties for repeat offenders, and the same shall be incorporated into the district's written student discipline policy." You may choose to tailor your punishments to be appropriate to the school's grade levels.]**

4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:

- a. Using the Internet for other than educational purposes;
- b. Gaining intentional access or maintaining access to materials which are "harmful to minors" as defined by Arkansas law;
- c. Using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- d. Making unauthorized copies of computer software;
- e. Accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;
- f. Using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- g. Posting anonymous messages on the system;
- h. Using encryption software;
- i. Wasteful use of limited resources provided by the school including paper;
- j. Causing congestion of the network through lengthy downloads of files;
- k. Vandalizing data of another user;
- l. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- m. Gaining or attempting to gain unauthorized access to resources or files;
- n. Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- o. Invading the privacy of individuals;
- p. Divulging personally identifying information about himself/herself or anyone else either on the Internet or in an email unless it is a necessary and integral part of the student's academic endeavor. Personally identifying information includes full names, address, and phone number.
- q. Using the network for financial or commercial gain without district permission;
- r. Theft or vandalism of data, equipment, or intellectual property;
- s. Attempting to gain access or gaining access to student records, grades, or files;
- t. Introducing a virus to, or otherwise improperly tampering with the system;
- u. Degrading or disrupting equipment or system performance;
- v. Creating a web page or associating a web page with the school or school district without proper authorization;
- w. Providing access to the District's Internet Access to unauthorized individuals;
- x. Failing to obey school or classroom Internet use rules;
- y. 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; or

- z. Installing or downloading software on district computers without prior approval of the technology director or his/her designee.

5. Liability for debts: Students and their cosigners shall be liable for any and all costs (debts) incurred through the student's use of the computers or access to the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Student and parent/guardian signing below agree that if the Student uses the Internet through the District's access, that the Student waives any right to privacy the Student may have for such use. The Student and the parent/guardian agree that the district may monitor the Student's use of the District's Internet Access and may also examine all system activities the Student participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system. The District may share such transmissions with the Student's parents/guardians.

7. No Guarantees: The District will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the District makes no guarantees about preventing improper access to such materials on the part of the Student.

8. Signatures: We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: April 21, 2014

Last Revised: June 24, 2019

### **4.30—Suspension from School**

Students who are not present at school cannot benefit from the educational opportunities the school environment affords. Administrators, therefore, shall strive to find ways to keep students in school as participants in the educational process. There are instances, however, when the needs of the other students or the interests of the orderly learning environment require the removal of a student from school. The Board authorizes school principals or their designees to suspend students for disciplinary reasons for a period of time not to exceed ten (10) school days,<sup>1</sup> including the day upon which the suspension is imposed. The suspension may be in school or out of school. Students are responsible for their conduct that occurs:

- At any time on the school grounds;
- Off school grounds at a school-sponsored function, activity, or event; and
- Going to and from school or a school activity.

A student may be suspended for behavior including, but not limited to, that:

5. Is in violation of school policies, rules, or regulations;
6. Substantially interferes with the safe and orderly educational environment;
7. School administrators believe will result in the substantial interference with the safe and orderly educational environment; and/or
8. Is insubordinate, incorrigible, violent, or involves moral turpitude.

Out-of-school suspension (OSS) shall not be used to discipline a student in kindergarten through fifth (5<sup>th</sup>) grade unless the student's behavior:

- a. Poses a physical risk to himself or herself or to others;
- b. Causes a serious disruption that cannot be addressed through other means; or
- c. Is the act of bringing a firearm on school campus.

OSS shall not be used to discipline a student for skipping class, excessive absences, or other forms of truancy.

The school principal or designee shall proceed as follows in deciding whether or not to suspend a student:

- a. The student shall be given written notice or advised orally of the charges against him/her;
- b. If the student denies the charges, he/she shall be given an explanation of the evidence against him/her and be allowed to present his/her version of the facts; and
- c. If the principal finds the student guilty of the misconduct, he/she may be suspended.

When possible, notice of the suspension, its duration, and any stipulations for the student's re-admittance to class will be given to the parent(s), legal guardian(s), person(s) with lawful control of the student, person(s) standing in loco parentis, or to the student if age eighteen (18) or older prior to the suspension. Such notice shall be handed to the parent(s), legal guardian(s), person(s) having lawful control of the student, person(s) standing in loco parentis, or to the student if age eighteen (18) or older or mailed to the last address reflected in the records of the school district.

Generally, notice and hearing should precede the student's removal from school, but if prior notice and hearing are not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice and hearing should follow as soon as practicable.

It is the responsibility of a student's parents, legal guardians, person having lawful control of the student, or person standing in loco parentis to provide current contact information to the district, which the school shall use to immediately notify the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis upon the suspension of a student. The notification shall be by one of the following means, listed in order of priority:<sup>2</sup>

- A primary call number;
  - The contact may be by voice, voice mail, or text message.
- An email address;
- A regular first class letter to the last known mailing address.

The district shall keep a log of contacts attempted and made to the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis.

The District shall establish programs, measures, or alternative means and methods to continue student engagement and access to education during a student's period of OSS.

During the period of their suspension, students serving OSS are not permitted on campus except to attend a student/parent/administrator conference or when necessary as part of the District's engagement or access to education program.<sup>3</sup>

During the period of their suspension, students serving in-school suspension shall not attend or participate in any school-sponsored activities during the imposed suspension.<sup>3</sup>

Suspensions initiated by the principal or his/her designee may be appealed to the Superintendent, but not to the Board.

Suspensions initiated by the Superintendent may be appealed to the Board.

Cross Reference: 4.7—ABSENCES

Legal References: A.C.A. § 6-18-507

*Goss v Lopez*, 419 U.S. 565 (1975)

Date Adopted: November 17, 2008

Last Revised: June 22, 2020

#### **4.31—Expulsion**

The Board of Education may expel a student for a period longer than ten (10) school days for violation of the District's written discipline policies. The Superintendent may make a recommendation of expulsion to the Board of Education for student conduct:

- Deemed to be of such gravity that suspension would be inappropriate;
- Where the student's continued attendance at school would disrupt the orderly learning environment; or
- Would pose an unreasonable danger to the welfare of other students or staff.

Expulsion shall not be used to discipline a student in kindergarten through fifth (5<sup>th</sup>) grade unless the student's behavior:

- a. Poses a physical risk to himself or herself or to others;
- b. Causes a serious disruption that cannot be addressed through other means; or
- c. Is the act of bringing a firearm on school campus.

The Superintendent or his/her designee shall give written notice to the parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis (mailed to the address reflected on the District's records) that he/she will recommend to the Board of Education that the student be expelled for the specified length of time and state the reasons for the recommendation to expel. The notice shall give the date, hour, and place where the Board of Education will consider and dispose of the recommendation.

The hearing shall be conducted not later than ten (10) school days<sup>1</sup> following the date of the notice, except that representatives of the Board and student may agree in writing to a date not conforming to this limitation.

The President of the Board, Board attorney, or other designated Board member shall preside at the hearing. The student may choose to be represented by legal counsel. Both the district administration and School Board also may be represented by legal counsel. The hearing shall be conducted in open session of the Board unless the parent, legal guardian, person having lawful control of the student, person standing in loco parentis, or student if age eighteen (18) or older, requests that the hearing be conducted in executive session. Any action taken by the Board shall be in open session.

During the hearing, the Superintendent, or designee, or representative will present evidence, including the calling of witnesses, who gave rise to the recommendation of expulsion. The student, or his/her

representative, may then present evidence including statements from persons with personal knowledge of the events or circumstances relevant to the charges against the student. Formal cross-examination will not be permitted; however, any member of the Board, the Superintendent, or designee, the student, or his/her representative may question anyone making a statement and/or the student. The presiding officer shall decide questions concerning the appropriateness or relevance of any questions asked during the hearing.

Except as permitted by policy 4.22, the Superintendent shall recommend the expulsion of any student for a period of one (1) year for possession of any firearm prohibited on school campus by law. The Superintendent shall, however, have the discretion to modify the expulsion recommendation for a student on a case-by-case basis. Parents, legal guardians, persons having lawful control of a student, or persons standing in loco parentis of a student enrolling from another school after the expiration of an expulsion period for a weapons policy violation shall be given a copy of the current laws regarding the possibility of parental responsibility for allowing a child to possess a weapon on school property.<sup>2</sup> The parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis shall sign a statement acknowledging that they have read and understand said laws prior to the student being enrolled in school.

The Superintendent and the Board of Education shall complete the expulsion process of any student that was initiated because the student possessed a firearm or other prohibited weapon on school property regardless of the enrollment status of the student.

The District shall establish programs, measures, or alternative means and methods to continue student engagement and access to education during a student's period of expulsion.

Cross Reference: Policy 4.22—WEAPONS AND DANGEROUS INSTRUMENTS

Legal References: A.C.A. § 6-18-502  
A.C.A. § 6-18-507  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

#### **4.32—Search, Seizure, and Interrogations**

The District respects the rights of its students against arbitrary intrusion of their person and property. At the same time, it is the responsibility of school officials to protect the health, safety, and welfare of all students enrolled in the District in order to promote an environment conducive to student learning. The Superintendent, principals, and their designees have the right to inspect and search school property and equipment. They may also search students and their personal property in which the student has a reasonable expectation of privacy, when there is reasonable and individualized suspicion to believe such student or property contains illegal items or other items in violation of Board policy or dangerous to the school community.<sup>1</sup> School authorities may seize evidence found in the search and disciplinary action may be taken. Evidence found which appears to be in violation of the law shall be reported to the appropriate authority.

School property shall include, but not be limited to, lockers, desks, and parking lots, as well as personal effects left there by students. When possible, prior notice will be given and the student will be allowed to be present along with an adult witness; however, searches may be done at any time with or without notice or the student's consent. A personal search must not be excessively intrusive in light of the age and sex of the student and the nature of the infraction.

The Superintendent, principals, and their designees may request the assistance of law enforcement officials to help conduct searches. Such searches may include the use of specially trained dogs.

A school official of the same sex shall conduct personal searches with an adult witness of the same sex present.

State Law requires that Department of Human Services employees, local law enforcement, or agents of the Crimes Against Children Division of the Division of Arkansas State Police, may interview students without a court order for the purpose of investigating suspected child abuse. In instances where the interviewers deem it necessary, they may exercise a "72-hour hold" without first obtaining a court order. Other questioning of students by non-school personnel shall be granted only with a court order directing such questioning, with permission of the parents of a student (or the student if above eighteen [18] years of age), or in response to a subpoena or arrest warrant.

If the District makes a report to any law enforcement agency concerning student misconduct or if access to a student is granted to a law enforcement agency due to a court order, the principal or the principal's designee shall make a good faith effort to contact the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis. The principal or the principal's designee shall not attempt to make such contact if presented documentation by the investigator that notification is prohibited because a parent, guardian, person having lawful control of the student, or person standing in loco parentis is named as an alleged offender of the suspected child maltreatment. This exception applies only to interview requests made by a law enforcement officer, an investigator of the Crimes Against Children Division of the Division of Arkansas State Police, or an investigator or employee of the Department of Human Services.

In instances other than those related to cases of suspected child abuse, principals must release a student to either a police officer who presents a subpoena for the student, or a warrant for arrest, or to an agent of state social services or an agent of a court with jurisdiction over a child with a court order signed by a judge. Upon release of the student, the principal or designee shall give the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis notice that the student has been taken into custody by law enforcement personnel or a state's social services agency. If the principal or designee is unable to reach the parent, he or she shall make a reasonable, good faith effort to get a message to the parent to call the principal or designee, and leave both a day and an after-hours telephone number.

Legal References:   A.C.A. § 6-18-513  
                          A.C.A. § 9-13-104  
                          A.C.A. § 12-18-608, 609, 610, 613  
                          A.C.A. § 12-18-1001, 1005

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

#### **4.33—Student Vehicles**

Students who have presented a valid driver's license and proof of insurance to the appropriate office personnel, may drive their vehicle to school. Vehicles driven to school shall be parked in the area designated for student parking. Parking on school property is a privilege which may be denied to a student for any disciplinary violation, at the discretion of the student's building principal.



Students are not permitted to loiter in parking areas and are not to return to their vehicles during the school day for any reason unless given permission to do so by school personnel.

It is understood that there is no expectation of privacy in vehicles in parking areas. Drivers of vehicles parked on a school campus will be held accountable for illegal substances or any other item prohibited by District policy found in their vehicle. The act of a student parking a vehicle on campus is a grant of permission for school or law enforcement authorities to search that vehicle.

Date Adopted: November 17, 2008

Last Revised: April 16, 2012

#### **4.34—Communicable Diseases and Parasites**

Students with communicable diseases or with human host parasites that are transmittable in a school environment shall demonstrate respect for other students by not attending school while they are capable of transmitting their condition to others. Students whom the school nurse determines are unwell or unfit for school attendance or who are believed to have a communicable disease or condition will be required to be picked up by their parent or guardian. Specific examples include, but are not limited to: Varicella (chicken pox), measles, scabies, conjunctivitis (Pink Eye), impetigo/MRSA (Methicillin-resistant *Staphylococcus aureus*), streptococcal and staphylococcal infections, ringworm, mononucleosis, Hepatitis A, B, or C, mumps, vomiting, diarrhea, and fever (100.4 F when taken orally).<sup>1</sup> A student who has been sent home by the school nurse will be subsequently readmitted, at the discretion of the school nurse, when the student is no longer a transmission risk. In some instances, a letter from a health care provider may be required prior to the student being readmitted to the school.

To help control the possible spread of communicable diseases, school personnel shall follow the District's exposure control plan when dealing with any blood borne, foodborne, and airborne pathogens exposures. Standard precautions shall be followed relating to the handling, disposal, and cleanup of blood and other potentially infectious materials such as all body fluids, secretions and excretions (except sweat).

In accordance with 4.57—IMMUNIZATIONS, the District shall maintain a copy of each student's immunization record and a list of individuals with exemptions from immunization which shall be education records as defined in policy 4.13. That policy provides that an education record may be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

A student enrolled in the District who has an immunization exemption may be removed from school at the discretion of the Arkansas Department of Health during an outbreak of the disease for which the student is not vaccinated. The student may not return to school until the outbreak has been resolved and the student's return to school is approved by the Arkansas Department of Health.

The parents or legal guardians of students found to have live human host parasites that are transmittable in a school environment will be asked to pick their child up. The parents or legal guardians will be given information concerning the eradication and control of human host parasites. A student may be readmitted after the school nurse or designee has determined the student no longer has live human host parasites that are transmittable in a school environment.

Each school may conduct screenings of students for human host parasites that are transmittable in a school environment as needed. The screenings shall be conducted in a manner that respects the privacy and confidentiality of each student.

Cross References: 4.2—ENTRANCE REQUIREMENTS  
4.7—ABSENCES  
4.13—PRIVACY OF STUDENTS' RECORDS/ DIRECTORY INFORMATION  
4.57—IMMUNIZATIONS

Legal References: A.C.A. § 6-18-702  
Arkansas State Board of Health Rules Pertaining To Immunization Requirements  
Division of Elementary and Secondary Education Rules Governing Kindergarten  
Through 12<sup>th</sup> Grade Immunization Requirements

#### Local Policy

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

### **4.35—Students Medications**

Prior to the administration of any medication, including any dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration, to any student under the age of eighteen (18), written parental consent is required. The consent form shall include authorization to administer the medication and relieve the Board and its employees of civil liability for damages or injuries resulting from the administration of medication to students in accordance with this policy. All signed medication consent forms are to be maintained by the school nurse.

Unless authorized to self-administer or otherwise authorized by this policy, students are not allowed to carry any medications, including over-the-counter (OTC) medications or any dietary supplement or other perceived health remedy not regulated by the US Food and Drug Administration while at school. The parent or legal guardian shall bring the student's medication to the school nurse. The student may bring the medication if accompanied by a written authorization from the parent or legal guardian. When medications are brought to the school nurse, the nurse shall document, in the presence of the parent, the quantity of the medication(s). If the medications are brought by a student, the school nurse shall ask another school employee to verify, in the presence of the student, the quantity of the medication(s). Each person present shall sign a form verifying the quantity of the medication(s).

Medications, including those for self-administration, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings. Schedule II medications that are permitted by this policy to be brought to school shall be stored in a double locked cabinet.

Students with an individualized health plan (IHP) may be given OTC medications to the extent giving such medications are included in the student's IHP.

The district's supervising registered nurse is responsible for creating procedures for the administration of medications on and off campus.

The school shall not keep outdated medications or any medications past the end of the school year. Parents shall be notified ten (10) days in advance of the school's intention to dispose of any medication. Medications not picked up by the parents or legal guardians within the ten (10) day period shall be disposed of by the school nurse in accordance with current law and rules.<sup>1</sup>

Option 2: Students taking Schedule II medications methylphenidate (e.g. Ritalin or closely related medications as determined by the school nurse), dextroamphetamine (Dexedrine), and amphetamine sulfate (e.g. Adderall or closely related medications as determined by the school nurse)<sup>4</sup> shall be allowed to attend school.

Students taking Schedule II medications not included in the previous sentence<sup>3</sup> shall be allowed to bring them to school under the provisions of this policy and shall be permitted to attend and participate in classes **only** to the extent the student's doctor has specifically authorized such attendance and participation.<sup>5</sup> A doctor's prescription for a student's Schedule II medication is **not** an authorization. Attendance authorization shall specifically state the degree and potential danger of physical exertion the student is permitted to undertake in the student's classes and extracurricular activities. Without a doctor's written authorization, a student taking Schedule II medications, other than those specifically authorized in this policy, shall **not** be eligible to attend classes, but shall be eligible for homebound instruction if provided for in their IEP or 504 plans.<sup>4</sup>

### **Self-Administration of Medication**

Students who have written permission from their parent or guardian and a licensed health care practitioner on file with the District may:

- 1) Self-administer either a rescue inhaler or auto-injectable epinephrine;
- 2) Perform his/her own blood glucose checks;
- 3) Administer insulin through the insulin delivery system the student uses;
- 4) Treat the student's own hypoglycemia and hyperglycemia; or
- 5) Possess on his or her person:
  - a) A rescue inhaler or auto-injectable epinephrine; or
  - b) the necessary supplies and equipment to perform his/her own diabetes monitoring and treatment functions.

A student may be authorized to self-administer a stress dose medication to treat the student's adrenal insufficiency with:

1. The written authorization of the student's parent, legal guardian, or person standing in loco parentis; and
2. A written order from the student's treating physician stating that the student:
  - a. Is capable of completing the proper method of self-administration of the stress dose medication;; and
  - b. Has been instructed on the details of the student's medical condition and the events that may lead to an adrenal crisis.

The parent, legal guardian, or person standing in loco parentis of a student who is authorized to self-administer a stress dose medication shall sign an IHP developed by the school nurse for the school where the student is enrolled. The IHP shall include a requirement for the notification of appropriate staff following the self-administration of a stress dose medication, which shall include the school nurse, teacher of the classroom where the stress dose medication was administered, and a school administrator.

Students who have a current consent form on file shall be allowed to carry and self-administer such medication while:

- In school;
- At an on-site school sponsored activity;
- While traveling to or from school; or
- At an off-site school sponsored activity.

A student is prohibited from sharing, transferring, or in any way diverting his/her medications to any other person. The fact that a student with a completed consent form on file is allowed to carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, stress dose medication, or combination does not require the student to have such on the student's person. The parent or guardian of a student who qualifies under this policy to self-carry a rescue inhaler, auto-injectable epinephrine, diabetes medication, stress dose medication, or any combination on the student's person shall provide the school with the appropriate medication, which shall be immediately available to the student in an emergency.

Students may possess and use a topical sunscreen that is approved by the United States Food and Drug Administration for OTC use to avoid overexposure to the sun without written authorization from a parent, legal guardian, or healthcare professional while the student is on school property or at a school-related event or activity. The parent or guardian of a student may provide written documentation authorizing specifically named District employee(s), in addition to the school nurse, to assist a student in the application of sunscreen. The District employee(s) named in the parent or legal guardian's written authorization shall not be required to assist the student in the application of sunscreen.

### **Emergency Administration of Glucagon and Insulin**

Students may be administered Glucagon, insulin, or both in emergency situations by the school nurse or, in the absence of the school nurse, a trained volunteer school employee designated as a care provider, provided the student has:

1. An IHP that provides for the administration of Glucagon, insulin, or both in emergency situations; and
2. A current, valid consent form on file from their parent or guardian.

When the nurse is unavailable, the trained volunteer school employee who is responsible for a student shall be released from other duties during:

- A. The time scheduled for a dose of insulin in the student's IHP; and
- B. Glucagon or non-scheduled insulin administration once other staff have relieved him/her from other duties until a parent, guardian, other responsible adult, or medical personnel has arrived.

A student shall have access to a private area to perform diabetes monitoring and treatment functions as outlined in the student's IHP.

### **Emergency Administration of Epinephrine**

The school nurse or other school employees designated by the school nurse as a care provider who have been trained<sup>6</sup> and certified by a licensed physician may administer an epinephrine auto-injector in emergency situations to students who have an IHP that provides for the administration of an epinephrine auto-injector in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee(s) certified to administer auto-injector epinephrine to administer auto-injector epinephrine to the student when the employee believes the student is having a life-threatening anaphylactic reaction.

Students with an order from a licensed health care provider to self-administer auto-injectable epinephrine and who have written permission from their parent or guardian shall provide the school nurse an epinephrine auto-injector. This epinephrine will be used in the event the school nurse, or other school employee certified to administer auto-injector epinephrine, in good faith professionally believes the student is having a life-

threatening anaphylactic reaction and the student is either not self-carrying his/her /epinephrine auto-injector or the nurse is unable to locate it.

The school nurse for each District school shall keep epinephrine auto-injectors on hand that are suitable for the students the school serves. The school nurse or other school employee designated by the school nurse as a care provider who has been trained<sup>6</sup> and certified by a licensed physician may administer auto-injector epinephrine to those students who the school nurse, or other school employee certified to administer auto-injector epinephrine, in good faith professionally believes is having a life-threatening anaphylactic reaction.

### **Emergency Administration of Albuterol**

The school nurse or other school employees designated by the school nurse as a care provider who have been trained<sup>6</sup> and certified by a licensed physician, advanced practice registered nurse, or physician assistant may administer albuterol in emergency situations to students who have an IHP that provides for the administration of albuterol in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee(s) certified to administer albuterol to administer albuterol to the student when the employee believes the student is in perceived respiratory distress.

The school nurse for each District school shall keep albuterol on hand. The school nurse or other school employee designated by the school nurse as a care provider who has been trained<sup>6</sup> and certified by a licensed physician, advanced practice registered nurse, or physician assistant may administer albuterol to those students who the school nurse, or other school employee certified to administer albuterol, in good faith professionally believes is in perceived respiratory distress.

### **Emergency Administration of Anti-opioid**

The school nurse for each District school shall keep anti-opioid injectors on hand and the school nurse and school resource officer shall possess an anti-opioid at all times when on duty. The school nurse, other school employee, volunteer, or student may administer anti-opioid in accordance with the District's procedures to a student who the school nurse, or other observer, in good faith believes is having an opioid overdose.

An opioid overdose rescue kit shall be placed within all storage locations in the District high school buildings that currently contain an automated external defibrillator for public use. The opioid overdose rescue kits shall be located where it is readily available to the public, be visually free of advertisement, and contain an anti-opioid.

### **Emergency Administration of Emergency Adrenal Insufficiency Medication**

The school nurse or other school employees designated by the school nurse as a care provider who have been trained<sup>6</sup> and certified by a licensed physician may administer an injectable emergency dose medication in emergency situations to students who have an IHP that provides for the administration of an injectable emergency dose medication in emergency situations.

The parent of a student who has an authorizing IHP, or the student if over the age of eighteen (18), shall annually complete and sign a written consent form provided by the student's school nurse authorizing the nurse or other school employee(s) certified to administer an injectable emergency dose medication to administer an injectable emergency dose medication to the student when the employee believes the student is having an adrenal crisis due to adrenal insufficiency.

Students who have met the requirements to be authorized to self-administer a stress dose medication under this policy shall provide the school nurse an emergency injectable dose of the student's medication. This emergency injectable dose will be used in the event the school nurse, or other school employee certified to administer an injectable emergency dose medication, in good faith professionally believes the student is having an adrenal crisis due to adrenal insufficiency.

### **Seizure Disorder Medications**

Students who have been diagnosed with a seizure disorder shall have a seizure action plan that shall be a written IHP designed to acknowledge and prepare for the healthcare needs of the student. The student's seizure action plan shall be created in collaboration between District staff and the student's Parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis or the student if over eighteen (18). As part of the creation of the student's seizure action plan, the student's Parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis shall:

1. Provide the school with written authorization to administer the seizure medication at school;
2. Provide a written statement from the student's healthcare provider that shall contain the following information:
  - The student's name;
  - The name and purpose of the medication;
  - The prescribed dosage;
  - The route of administration;
  - The frequency that the medication should be administered; and
  - The circumstances under which the medication should be administered;
3. Provide the prescribed medication to the school in its unopened, sealed package with the label affixed by the dispensing pharmacy intact, which shall be stored in a safe and secure location accessible only by District personnel or volunteers with training to administer seizure medication.

The written authorization, written statement, and seizure action plan shall be kept on file in the office of the school nurse or school administrator and distributed to any school personnel or volunteers responsible for the supervision or care of the student.

Legal References:  
Responsibilities

Legal References: Ark. State Board of Nursing: School Nurse Roles and

Division of Elementary and Secondary Education and Arkansas State Board of Nursing  
Rules Governing the Administration of Insulin, Glucagon, and Medication for Adrenal  
Insufficiency or Adrenal Crisis to Arkansas Public School Students

A.C.A. § 6-18-701

A.C.A. § 6-18-707

A.C.A. § 6-18-711

A.C.A. § 6-18-714

A.C.A. § 6-18-717

A.C.A. § 6-18-720

A.C.A. § 6-18-721

A.C.A. § 17-87-103 (11) and (14)

A.C.A. § 20-13-405

**Local Policy**

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

**4.35F—Medication Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

Medications, including those for self-administration, must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I hereby authorize the school nurse, or designee, to administer the following medication to my student:

Name of medication \_\_\_\_\_

Name of physician or dentist (if applicable) \_\_\_\_\_

Dosage \_\_\_\_\_

Instructions for administering the medication \_\_\_\_\_

Other instructions \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to administer the above medication to my student in the unavailability of the school nurse at school in accordance with the above medication administration instructions.

I authorize the school nurse to take a photograph of my student to be used to verify my student's identification before the school nurse or an authorized individual administers medications to my student.<sup>1</sup>

I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of medications in accordance with this consent form.

Parent or legal guardian signature \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: November 17, 2008  
Last Revised: June 24, 2019

**4.35F2—Medication Self-Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The following must be provided for the student to be eligible to self-administer rescue inhalers and/or auto-injectable epinephrine. Eligibility is **only** valid for this school for the current academic year.

- a written statement from a licensed health-care provider who has prescriptive privileges that he//she has prescribed the rescue inhaler and/or auto-injectable epinephrine for the student and that the student needs to carry the medication on his/her person due to a medical condition;
- the specific medications prescribed for the student;
- an individualized health care plan developed by the prescribing health-care provider containing the treatment plan for managing asthma and/or anaphylaxis episodes of the student and for medication use by the student during school hours; and
- a statement from the prescribing health-care provider that the student possesses the skill and responsibility necessary to use and administer the asthma inhaler and/or auto-injectable epinephrine.

If the school nurse is available, the student shall demonstrate his/her skill level in using the rescue inhalers and/or auto-injectable epinephrine to the nurse.

Rescue inhalers and/or auto-injectable epinephrine for a student's self-administration shall be supplied by the student's parent or guardian and be in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Students who self-carry a rescue inhaler or an epinephrine auto-injector shall also provide the school nurse with a rescue inhaler or an epinephrine auto-injector to be used in emergency situations.

I understand this form authorizes my student to possess and use the medication(s) included on this form while on school grounds and at school sponsored events but that distribution of the medication(s) included on this form to other students may lead to disciplinary action against my student.

My signature below is an acknowledgment that I understand that the District, its Board of Directors, and its employees shall be immune from civil liability for injury resulting from the self-administration of medications by the student named above.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: June 24, 2019

Last Revised:

#### **4.35F3---Glucagon Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.



The school has developed a Section 504 plan acknowledging that my child has been diagnosed as suffering from diabetes. The 504 plan authorizes the school nurse or, in the absence of the nurse, trained volunteer district personnel, to administer Glucagon in an emergency situation to my child.

I hereby authorize the school nurse or, in the absence of the nurse, trained volunteer district personnel designated as care providers, to administer Glucagon to my child in an emergency situation. Glucagon shall be supplied to the school nurse by the student's parent or guardian and be in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a healthcare professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or inactions in the administration of Glucagon in accordance with this consent form and the 504 plan.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: April 16, 2012

Last Revised: July 15, 2013

#### **4.35F4—Epinephrine Emergency Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

My child has an IHP that provides for the administration of epinephrine in emergency situations. I hereby authorize the school nurse or other school employee certified to administer auto-injectable epinephrine to administer auto-injectable epinephrine in emergency situations when he/she believes my child is having a life-threatening anaphylactic reaction.

The medication must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Date of physician's order \_\_\_\_\_

Circumstances under which Epinephrine may be administered \_\_\_\_\_

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Other instructions \_\_\_\_\_

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I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of auto-injector epinephrine in accordance with this consent form, District policy, and Arkansas law.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: July 15, 2013  
Last Revised: June 24, 2019

#### **4.35F5—Albuterol Emergency Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

My child has an IHP that provides for the administration of albuterol in emergency situations. I hereby authorize the school nurse or other school employee certified to administer albuterol to administer albuterol in emergency situations when he/she believes my child is in perceived respiratory distress.

The medication must be in the original container and be properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Date of physician's order \_\_\_\_\_

Circumstances under which albuterol may be administered \_\_\_\_\_

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Other instructions \_\_\_\_\_

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I acknowledge that the District, its Board of Directors, and its employees shall be immune from civil liability for damages resulting from the administration of albuterol in accordance with this consent form, District policy, and Arkansas law.

Parent or legal guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: June 24, 2019

Last Revised:

#### **4.35F6—Stress and Emergency Dose Medication Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The school has developed an individual health plan (IHP) acknowledging that my child has been diagnosed as suffering from adrenal insufficiency. The IHP authorizes the school nurse to administer a stress or emergency dose medication to my child in an emergency situation.

Date of physician's order \_\_\_\_\_

Circumstances under which the stress or emergency dose medication may be administered

\_\_\_\_\_

\_\_\_\_\_

Other instructions \_\_\_\_\_

\_\_\_\_\_

In the absence of the nurse, trained volunteer district personnel may administer a stress dose or emergency dose medication to my child in an emergency situation.

I hereby authorize the school nurse to administer a stress or emergency dose medication to my child, or, in the absence of the nurse, trained volunteer district personnel designated as care providers, to administer the stress or emergency dose medication to my child in an emergency situation. I will supply the stress or emergency dose medication to the school nurse in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

I acknowledge that the District, its Board of Directors, its employees, or an agent of the District, including a healthcare professional who trained volunteer school personnel designated as care providers shall not be liable for any damages resulting from his/her actions or inactions in the administration of the stress or emergency dose medication in accordance with this consent form and the IHP.

Parent or legal guardian signature \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: June 21, 2021

Last Revised:

#### **4.35F7—Stress Dose Medication Self-Administration Consent Form**

Student's Name (Please Print) \_\_\_\_\_

This form is good for school year \_\_\_\_\_. This consent form must be updated anytime the student's medication order changes and renewed each year and/or anytime a student changes schools.

The following must be provided for the student to be eligible to self-administer a stress dose medication. Eligibility is **only** valid for this school for the current academic year.

- a written statement from a licensed health-care provider who has prescriptive privileges that he/she has prescribed the stress dose medication for the student and that the student needs to carry the medication on his/her person due to a medical condition;
- the specific medications prescribed for the student;
- an individualized health care plan developed by the prescribing health-care provider containing the treatment plan for managing adrenal insufficiency of the student and for medication use by the student during school hours; and
- A statement from the prescribing health-care provider that the student:
  - Possesses the skill and responsibility necessary to use and administer the stress dose medication; and
  - Has been instructed on the details of his or her medical condition and the events that may lead to an adrenal crisis.

If the school nurse is available, the student shall demonstrate his/her skill level in administering the stress dose medication to the nurse.

Stress dose medication for a student's self-administration shall be supplied by the student's parent or guardian and be in the original container properly labeled with the student's name, the ordering provider's name, the name of the medication, the dosage, frequency, and instructions for the administration of the medication (including times). Additional information accompanying the medication shall state the purpose for the medication, its possible side effects, and any other pertinent instructions (such as special storage requirements) or warnings.

Students who self-carry stress dose medication shall also provide the school nurse with a dose of the stress dose medication to be used in emergency situations.

I understand this form authorizes my student to possess and use the medication included on this form while on school grounds and at school sponsored events but that distribution of the medication included on this form to other students may lead to disciplinary action against my student.

My signature below is an acknowledgment that I understand that the District, its Board of Directors, and its employees shall be immune from civil liability for injury resulting from the self-administration of medications by the student named above.

Parent or legal guardian signature \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: June 21, 2021

Last Revised:

#### **4.36—Student Illness/Accident**

If a student becomes too ill to remain in class and/or could be contagious to other students, the principal or designee will attempt to notify the student's parent or legal guardian. The student will remain in the school's health room or a place where he/she can be supervised until the end of the school day or until the parent/legal guardian can check the student out of school.

If a student becomes seriously ill or is injured while at school and the parent/legal guardian cannot be contacted, the failure to make such contact shall not unreasonably delay the school's expeditious transport of the student to an appropriate medical care facility. The school assumes no responsibility for treatment of the student. When available, current, and applicable, the student's emergency contact numbers and medical information will be utilized. Parents are strongly encouraged to keep this information up to date.

Date Adopted: November 17, 2008

Last Revised:

#### **4.37—Emergency Drills**

All schools in the District shall conduct fire drills at least monthly. Tornado drills shall also be conducted not fewer than three (3) times per year.<sup>1</sup> Students who ride school buses,<sup>2</sup> shall also participate in emergency evacuation drills at least twice each school year.

The District shall annually conduct a lockdown drill at all schools in the District in collaboration with local law enforcement, medical professionals, fire department officials, and emergency management personnel. The lockdown drill training will include use of the District's emergency communication method with law enforcement.<sup>3,4</sup> Students will be included in the drills to the extent that is developmentally appropriate for the age of both the students and grade configuration of the school.<sup>5</sup>

Drills may be conducted during the instructional day or during non-instructional time periods.

Other types of emergency drills may also be conducted to test the implementation of the District's emergency plans in the event of violence, terrorist attack, natural disaster, other emergency, or the District's emergency communication with law enforcement method<sup>3</sup>. Students shall be included in the drills to the extent practicable.<sup>5</sup>

Legal References: A.C.A. § 12-13-109  
A.C.A. § 6-10-110  
A.C.A. § 6-10-121  
A.C.A. § 6-15-1302  
A.C.A. § 6-15-1303  
A.C.A. § 6-15-1304  
Ark. Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Ark. Public School Buses and Physical Examinations of School Bus Drivers 4.03.1

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

#### **4.38—Permanent Records**

Permanent school records, as required by the Division of Elementary and Secondary Education (DESE), shall be maintained for each student enrolled in the District until the student receives a high school diploma or its equivalent or is beyond the age of compulsory school attendance<sup>1</sup>. A copy of the student's permanent record shall be provided to the receiving school district within ten (10) school days after the date a request from the receiving school district is received<sup>2</sup>.

Legal References: A.C.A. § 6-18-901  
A.C.A. § 6-28-107  
DESE Rules Governing Student Permanent Records

Date Adopted: November 17, 2008  
Last Revised: June 21, 2021

#### **4.39—Corporal Punishment**

##### **Option 1**

The Ouachita River School Board authorizes the use of corporal punishment to be administered in accordance with this policy by the Superintendent or the superintendent's designated staff members who are required to have a state-issued license as a condition of their employment.<sup>1</sup>

Prior to the administration of corporal punishment, the student receiving the corporal punishment shall be given an explanation of the reasons for the punishment and be given an opportunity to refute the charges.

All corporal punishment shall be administered privately, i.e. out of the sight and hearing of other students, shall not be excessive, or administered with malice, and shall be administered in the presence of another school administrator or designee who shall be a licensed staff member employed by the District.

Corporal punishment shall not be used as a form of discipline for a student who is intellectually disabled, non-ambulatory, non-verbal, or autistic.<sup>2</sup>

Legal References: A.C.A. § 6-18-503(b)  
DESE Rules Governing Student Discipline and School Safety  
DESE Rules Governing Special Education and Related Services Section 11.00 -  
Discipline

Date Adopted: November 17, 2008  
Last Revised: June 22, 2020

#### **4.40—Homeless Students**

The Ouachita River School District will afford the same services and educational opportunities to homeless children as are afforded to non-homeless children. The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational agency (LEA) liaison for homeless children and youth whose responsibilities shall include, but are not limited to:

- Receive appropriate time and training in order to carry out the duties required by law and this policy;

- Coordinate and collaborate with the State Coordinator, community, and school personnel responsible for education and related services to homeless children and youths;
- Ensure that school personnel receive Professional development and other support regarding their duties and responsibilities for homeless youths;
- Ensure that unaccompanied homeless youths:
  - Are enrolled in school;
  - Have opportunities to meet the same challenging State academic standards as other children and youths; and
  - Are informed of their status as independent students under the Higher Education Act of 1965 and that they may obtain assistance from the LEA liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid;
- Ensure that public notice of the educational rights of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youth, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.

To the extent possible, the LEA liaison and the building principal shall work together to ensure no homeless child or youth is harmed due to conflicts with District policies solely because of the homeless child or youth's living situation; this is especially true for District policies governing fees, fines, and absences.<sup>1</sup>

Notwithstanding Policy 4.1, homeless students living in the district are entitled to enroll in the district's school that non-homeless students who live in the same attendance area are eligible to attend. If there is a question concerning the enrollment of a homeless child due to a conflict with Policy 4.1 or 4.2, the child shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute, including all appeals. It is the responsibility of the District's LEA liaison for homeless children and youth to carry out the dispute resolution process.

For the purposes of this policy "school of origin" means:

- The school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool; and
- The designated receiving school at the next grade level for all feeder schools when the child completes the final grade provided by the school of origin.

The District shall do one of the following according to what is in the best interests of a homeless child:

1. Continue the child's or youth's education in the school of origin for the duration of homelessness:
  - In any case in which a family becomes homeless between academic years or during an academic year; and
  - For the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
2. Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining the best interest of the child or youth, the District shall:

- Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth;
- Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or (in the case of an unaccompanied youth) the youth.

If the District determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent or guardian, or (in the case of an unaccompanied youth) the youth, the District shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal. For an unaccompanied youth, the District shall ensure that the LEA liaison assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.

The homeless child or youth must be immediately enrolled in the selected school regardless of whether application or enrollment deadlines were missed during the period of homelessness.

The District shall be responsible for providing transportation for a homeless child, at the request of the parent or guardian (or in the case of an unaccompanied youth, the LEA Liaison), to and from the child's school of origin.<sup>2</sup>

A homeless student shall be immediately eligible to participate in interscholastic activities at the school in which the student is enrolled.

For the purposes of this policy, students shall be considered homeless if they lack a fixed, regular, and adequate nighttime residence and:

- a. Are:
  - Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
  - Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
  - Living in emergency or transitional shelters;
  - Abandoned in hospitals; or
- b. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- c. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- d. Are migratory children who are living in circumstances described in clauses (a) through (c).

In accordance with Federal law, information on a homeless child or youth's living situation is part of the student's education record and shall not be considered, or added, to the list of directory information in Policy 4.13.<sup>3</sup>

Legal References: A.C.A. § 6-18-114  
A.C.A. § 9-25-106  
42 U.S.C. § 11431 et seq.\*\*  
42 U.S.C. § 11431 (2)  
42 U.S.C. § 11432(g)(1)(H)(I)  
42 U.S.C. § 11432 (g) (1) (J) (I), (ii), (iii), (iii) (I), (iii) (II)  
42 U.S.C. § 11432 (g) (3) (A), (A) (I), (A) (I) (I), (A) (I) (II), (A) (ii)  
42 U.S.C. § 11432 (g) (3) (B) (I), (ii), (iii)  
42 U.S.C. § 11432 (g) (3) (C) (I), (ii), (iii)  
42 U.S.C. § 11432 (g) (3) (E) (I), (ii), (iii)  
42 U.S.C. § 11432 (g)(3)(G)  
42 U.S.C. § 11432 (g)(4) (A), (B), (C), (D), (E)



Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

#### **4.41—Physical Examinations or Screenings**

The district conducts routine health screenings such as hearing, vision, and scoliosis due to the importance these health factors play in the ability of a student to succeed in school. The intent of the exams or screenings is to detect defects in hearing, vision, or other elements of health that would adversely affect the student's ability to achieve to his/her full potential.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old. Except in instances where a student is suspected of having a contagious or infectious disease, parents shall have the right to opt their student out of the exams or screenings by using form 4.41F or by providing certification from a physician that he/she has recently examined the student.

Legal References: A.C.A. § 6-18-701

Date Adopted: November 18, 2008  
Last Revised: June 21, 2021

#### **4.41F—Objection to Physical Examinations or Screenings**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to the physical examination or screening of the student named below.

Physical examination or screening being objected to:

\_\_\_\_ Vision test

\_\_\_\_ Hearing test

\_\_\_\_ Scoliosis test

\_\_\_\_ Other, please specify

Comments:

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

Date form was filed (To be filled in by office personnel)

#### **4.42—Student Handbook**

It shall be the policy of the Ouachita River School District that the most recently adopted version of the Student Handbook be incorporated by reference into the policies of this district. In the event that there is a conflict between the student handbook and a general board policy or policies, the more recently adopted language will be considered binding and controlling on the matter provided the parent(s) of the student, or the student if 18 years of age or older have acknowledged receipt of the controlling language.

Principals shall review all changes to student policies and ensure that such changes are provided to students and parents, either in the Handbook or, if changes are made after the handbook is printed, as an addendum to the handbook.

Principals and counselors shall also review Policies 4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS and the current DESE Standards for Accreditation Rules to ensure that there is no conflict. If a conflict exists, the Principal and/or Counselor shall notify the Superintendent and Curriculum Coordinator immediately, so that corrections may be made and notice of the requirements given to students and parents.

Date Adopted: April 16, 2012

Last Revised: June 24, 2019

#### **4.43—Bullying**

##### **Definitions**

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

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

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

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

14. Cyberbullying;
15. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,

16. Pointed questions intended to embarrass or humiliate,
17. Mocking, taunting or belittling,
18. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
19. Demeaning humor relating to a student’s actual or perceived attributes,
20. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
21. Blocking access to school property or facilities,
22. Deliberate physical contact or injury to person or property,
23. Stealing or hiding books or belongings,
24. Threats of harm to student(s), possessions, or others,
25. Sexual harassment, as governed by policy 4.27, is also a form of bullying, and/or
26. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

"Cyberbullying" means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- i. Building a fake profile or website of the employee;
- j. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- k. Posting an original or edited image of the school employee on the Internet;
- l. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- m. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- n. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- o. Signing up a school employee for a pornographic Internet site; or
- p. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

Respect for the dignity of others is a cornerstone of civil society. Bullying creates an atmosphere of fear and intimidation, robs a person of his/her dignity, detracts from the safe environment necessary to promote student learning, and will not be tolerated by the Board of Directors. Students who bully another person shall be held accountable for their actions whether they occur on school equipment or property; off school property at a school sponsored or approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops.

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. Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible. Parents or legal guardians may submit written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying, to the building principal, or designee.

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

A building principal, or designee, who receives a credible report or complaint of bullying shall:

2. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
7. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
8. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
9. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person acting in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
10. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and

11. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

Students found to be in violation of this policy shall be subject to disciplinary action up to and including expulsion. In determining the appropriate disciplinary action, consideration may be given to other violations of the student handbook which may have simultaneously occurred.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Notice of what constitutes bullying, the District's prohibition against bullying, and the consequences for students who bully shall be conspicuously posted in every classroom, cafeteria, restroom, gymnasium, auditorium, and school bus.<sup>2</sup> Parents, legal guardians, person having lawful control of a student, persons standing in loco parentis, students, school volunteers, and employees shall be given copies of the notice annually.<sup>3</sup>

The superintendent shall make a report annually to the Board of Directors on student discipline data, which shall include, without limitation, the number of incidents of bullying reported and the actions taken regarding the reported incidents of bullying.

Copies of this policy shall be available upon request.<sup>4</sup>

Legal References: A.C.A. § 5-71-217  
A.C.A. § 6-18-514  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008  
Last Revised: June 20, 2022

#### **4.44— National Anthem**

Each school in the District shall broadcast The Star-Spangled Banner at:

- The commencement of each school-sanctioned sporting event; however, if two (2) or more school-sanctioned sporting events occur on the same day at the same school, then the broadcast of The Star-Spangled Banner may be performed at only one (1) of the events; and
- At least one (1) time each week during school hours.

The broadcast of The Star-Spangled Banner shall be selected from any recording that adheres to the Division of Elementary and Secondary Education (DESE) Rules, or, when appropriate, performed from original sheet music that adheres to DESE rules by:

- A school-sanctioned band program;
- A school-sanctioned chorale program, vocal group, or vocalist; or
- The attendees of a school-sanctioned event led by a vocalist selected by the principal of the school hosting the school-sanctioned event.

Students shall not be compelled to participate in the performance of The Star-Spangled Banner, but students who choose not to participate in the performance of The Star-Spangled Banner shall not disrupt those students choosing to participate in the performance of The Star-Spangled Banner. Students choosing not to participate in the performance of The Star-Spangled Banner who do not disrupt the participation of performance of The Star-Spangled Banner shall not be subject to any comments, retaliation, or disciplinary action.

Legal References: A.C.A. § 6-10-136  
DESE Rules Governing the Star-Spangled Banner Act

Date Adopted: June 21, 2021  
Last Revised: June 20, 2022

#### **4.45—Smart Core Curriculum and Graduation Requirements for the Classes of 2023, 2024, and 2025**

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are eighteen (18) years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, a *Smart Core Information Sheet* and a *Smart Core Waiver Form*<sup>1</sup> will be sent home with students prior to their enrolling in seventh (7<sup>th</sup>) grade, or when a seventh (7<sup>th</sup>) through twelfth (12<sup>th</sup>) grade student enrolls in the district for the first time and there is not a signed waiver form in the student's permanent record. This policy is to be included in student handbooks for grades six (6) through twelve (12) and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the Alternate Pathway to Graduation when required by their IEP to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the deadline for them to sign and return the waiver form.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.<sup>2</sup> Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents as part of the annual school district support plan development process<sup>3</sup> to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each; this shall be accomplished through holding an informational meeting for parents, legal guardians, or persons standing in loco parentis to students enrolled in grades six through twelve (6-12) with the school counselor and may be accomplished through any or all of the additional following means:<sup>4</sup>

- Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;

- Discussion of the Smart Core curriculum and graduation requirements at the school’s annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter; and/or
- Distribution of a newsletter(s) to parents or guardians of the district’s students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district’s annual professional development shall include the training required by this paragraph.<sup>5</sup>

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children for all students who meet the definition of “eligible child” in Policy 4.2—ENTRANCE REQUIREMENTS including the waiving of specific courses that are required for graduation if similar coursework has been satisfactorily completed.

### **GRADUATION REQUIREMENTS**

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of twenty-two (22) units is required for graduation for a student participating in either the Smart Core or Core curriculum. The additional required units may be taken from any electives offered by the district.<sup>6</sup> There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements. Career education courses that are determined by DESE to be eligible for use in the place of a listed course may be substituted for the course as designated by DESE.

All students must receive a passing score on the Arkansas Civics Exam in order to graduate.

Students shall be trained in quality psychomotor skill bases in cardiopulmonary resuscitation and the use of automated external defibrillators in order to graduate.

### **Personal and Family Finance**

All students shall receive credit in a course covering the Personal and Family Finance Standards in order to graduate.

### **SMART CORE: Sixteen (16) units**

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half (½) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

- 1) Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9;
- 2) Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10;

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

- 3) Algebra II; and
- 4) The fourth unit may be either:
  - A math unit approved by DESE beyond Algebra II; or

- A computer science flex credit may be taken in the place of a fourth math credit.

Natural Science: three (3) units

- DESE approved biology – 1 credit;
- DESE approved physical science – 1 credit; and
- A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics - one-half ( $\frac{1}{2}$ ) unit
- World History - one unit
- American History - one unit
- Other social studies – one-half ( $\frac{1}{2}$ ) Unit

Physical Education: one-half ( $\frac{1}{2}$ ) unit

**Note:** While one-half ( $\frac{1}{2}$ ) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half ( $\frac{1}{2}$ ) unit

Economics – one half ( $\frac{1}{2}$ ) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>8</sup>

Fine Arts: one-half ( $\frac{1}{2}$ ) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

a student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.<sup>8</sup>

### **CORE: Sixteen (16) units**

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half ( $\frac{1}{2}$ ) unit

Mathematics: four (4) units

- Algebra or its equivalent\* - 1 unit
- Geometry or its equivalent\* - 1 unit



- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)
- A computer science flex credit may be taken in the place of a math credit beyond Algebra I and Geometry

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- DESE approved biology – 1 credit;
- DESE approved physical science – 1 credit; and
- A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics one-half ( $\frac{1}{2}$ ) unit
- World history, one (1) unit
- American History, one (1) unit
- Other social studies – one-half ( $\frac{1}{2}$ ) unit

Physical Education: one-half ( $\frac{1}{2}$ ) unit

**Note:** While one-half ( $\frac{1}{2}$ ) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half ( $\frac{1}{2}$ ) unit

Economics – one half ( $\frac{1}{2}$ ) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>8</sup>

Fine Arts: one-half ( $\frac{1}{2}$ ) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

a student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.<sup>8</sup>

Cross References: 4.55—STUDENT PROMOTION AND RETENTION  
 5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT  
 5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES

## 5.16—COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Legal References: Standards for Accreditation 1-C.2, 1-C.2.1, 1-C.2.2, 1-C.2.3  
DESE Guidelines for the Development of Smart Core Curriculum Policy  
DESE Rules Governing Distance and Digital Learning  
Smart Core Information Sheet  
Smart Core Waiver Form  
Commissioner's Memo LS-18-082  
A.C.A. § 6-4-302  
A.C.A. § 6-15-2906  
A.C.A. § 6-15-2911  
A.C.A. § 6-16-122  
A.C.A. § 6-16-143  
A.C.A. § 6-16-149  
A.C.A. § 6-16-150  
A.C.A. § 6-28-115

Date Adopted: June 26, 2017

Last Revised: May 22, 2023

### 4.45.1—Smart Core Curriculum and Graduation Requirements for the Class of 2026

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are eighteen (18) years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, a *Smart Core Information Sheet* and a *Smart Core Waiver Form*<sup>1</sup> will be sent home with students prior to their enrolling in seventh (7<sup>th</sup>) grade, or when a seventh (7<sup>th</sup>) through twelfth (12<sup>th</sup>) grade student enrolls in the district for the first time and there is not a signed waiver form in the student's permanent record. This policy is to be included in student handbooks for grades six (6) through twelve (12) and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the Alternate Pathway to Graduation when required by their IEP to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the deadline for them to sign and return the waiver form.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would be able to complete the required course of study by the end of their senior year.<sup>2</sup> Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents as part of the annual school district support plan development process<sup>3</sup> to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each; this shall be accomplished through holding an informational meeting for parents, legal guardians, or persons standing in loco parentis to students

enrolled in grades six through twelve (6-12) with the school counselor and may be accomplished through any or all of the additional following means:<sup>4</sup>

- Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;
- Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter; and/or
- Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.<sup>5</sup>

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children and the Arkansas Military Child School Transitions Act of 2021 for all students who meet the definition of "eligible child" in Policy 4.2—ENTRANCE REQUIREMENTS including the waiving of specific courses that are required for graduation if similar coursework has been satisfactorily completed.

### **GRADUATION REQUIREMENTS**

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of twenty-two (22) units is required for graduation for a student participating in either the Smart Core or Core curriculum. There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements. Career education courses that are determined by DESE to be eligible for use in the place of a listed course may be substituted for the course as designated by DESE.

All students must receive a passing score on the Arkansas Civics Exam in order to graduate.

Students shall be trained in quality psychomotor skill bases in cardiopulmonary resuscitation and the use of automated external defibrillators in order to graduate.

#### **Personal and Family Finance**

All students shall receive credit in a course covering the Personal and Family Finance Standards in order to graduate.

#### **Computer Science**

All students shall earn one (1) unit of credit in a computer science or computer science related career and technical education course in order to graduate.

#### **SMART CORE: Sixteen (16) units**

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half ( $\frac{1}{2}$ ) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

- 1) Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9;
- 2) Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10;

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

3) Algebra II; and

4) The fourth unit may be either:

- A math unit approved by DESE beyond Algebra II; or
- A computer science flex credit may be taken in the place of a fourth math credit.

Natural Science: three (3) units

a. DESE approved biology – 1 credit;

b. DESE approved physical science – 1 credit; and

c. A third unit that is either:

- An additional science credit approved by DESE; or
- A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics - one-half ( $\frac{1}{2}$ ) unit
- World History - one unit
- American History - one unit
- Other social studies – one-half ( $\frac{1}{2}$ ) Unit

Physical Education: one-half ( $\frac{1}{2}$ ) unit

**Note:** While one-half ( $\frac{1}{2}$ ) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half ( $\frac{1}{2}$ ) unit

Economics – one half ( $\frac{1}{2}$ ) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>8</sup>

Fine Arts: one-half ( $\frac{1}{2}$ ) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

a student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.<sup>8</sup>

### **CORE: Sixteen (16) units**

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half ( $\frac{1}{2}$ ) unit

Mathematics: four (4) units

- Algebra or its equivalent\* - 1 unit
- Geometry or its equivalent\* - 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)
- A computer science flex credit may be taken in the place of a math credit beyond Algebra I and Geometry

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- d. DESE approved biology – 1 credit;
- e. DESE approved physical science – 1 credit; and
- f. A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics one-half ( $\frac{1}{2}$ ) unit
- World history, one (1) unit
- American History, one (1) unit
- Other social studies – one-half ( $\frac{1}{2}$ ) unit

Physical Education: one-half ( $\frac{1}{2}$ ) unit

**Note:** While one-half ( $\frac{1}{2}$ ) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half ( $\frac{1}{2}$ ) unit

Economics – one half ( $\frac{1}{2}$ ) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>8</sup>

Fine Arts: one-half ( $\frac{1}{2}$ ) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

a student who completes at least seventy-five (75) clock hours of documented community service in grades nine (9) through twelve (12) at any certified service agency or a part of a service-learning school program shall receive one (1) Career Focus credit.<sup>8</sup>

Cross References: 4.55—STUDENT PROMOTION AND RETENTION  
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT  
5.11—DIGITAL LEARNING COURSES  
5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES  
5.16—COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Legal References: Standards for Accreditation 1-C.2, 1-C.2.1, 1-C.2.2, 1-C.2.3  
DESE Guidelines for the Development of Smart Core Curriculum Policy  
DESE Rules Governing Distance and Digital Learning  
Smart Core Information Sheet  
Smart Core Waiver Form  
Commissioner’s Memo LS-18-082  
A.C.A. § 6-4-302  
A.C.A. § 6-15-2906  
A.C.A. § 6-15-2911  
A.C.A. § 6-16-122  
A.C.A. § 6-16-143  
A.C.A. § 6-16-149  
A.C.A. § 6-16-150  
A.C.A. § 6-16-152  
A.C.A. § 6-28-115

Date Adopted: June 21, 2021  
Last Revised: May 22, 2023

#### **4.45.2—Smart Core Curriculum and Graduation Requirements for The Class of 2027 and Thereafter**

All students are required to participate in the Smart Core curriculum unless their parents or guardians, or the students if they are eighteen (18) years of age or older, sign a *Smart Core Waiver Form* to not participate. While Smart Core is the default option, a *Smart Core Information Sheet* and a *Smart Core Waiver Form*<sup>1</sup> will be sent home with students prior to their enrolling in seventh (7<sup>th</sup>) grade, or when a seventh (7<sup>th</sup>) through twelfth (12<sup>th</sup>) grade student enrolls in the district for the first time and there is not a signed waiver form in the student’s permanent record. This policy is to be included in student handbooks for grades six (6) through twelve (12) and both students and parents must sign an acknowledgement they have received the policy. Those students not participating in the Smart Core curriculum will be required to fulfill the Core curriculum or the Alternate Pathway to Graduation when required by their IEP to be eligible for graduation. Counseling by trained personnel shall be available to students and their parents or legal guardians prior to the deadline for them to sign and return the waiver form.

While there are similarities between the two curriculums, following the Core curriculum may not qualify students for some scholarships and admission to certain colleges could be jeopardized. Students initially choosing the Core curriculum may subsequently change to the Smart Core curriculum **providing** they would

be able to complete the required course of study by the end of their senior year.<sup>2</sup> Students wishing to change their choice of curriculums must consult with their counselor to determine the feasibility of changing paths.

This policy, the Smart Core curriculum, and the courses necessary for graduation shall be reviewed by staff, students, and parents as part of the annual school district support plan development process<sup>3</sup> to determine if changes need to be made to better serve the needs of the district's students. The superintendent, or his/her designee, shall select the composition of the review panel.

Sufficient information relating to Smart Core and the district's graduation requirements shall be communicated to parents and students to ensure their informed understanding of each; this shall be accomplished through holding an informational meeting for parents, legal guardians, or persons standing in loco parentis to students enrolled in grades six through twelve (6-12) with the school counselor and may be accomplished through any or all of the additional following means:<sup>4</sup>

- Inclusion in the student handbook of the Smart Core curriculum and graduation requirements;
- Discussion of the Smart Core curriculum and graduation requirements at the school's annual public meeting, PTA meetings, or a meeting held specifically for the purpose of informing the public on this matter; and/or
- Distribution of a newsletter(s) to parents or guardians of the district's students.

Administrators, or their designees, shall train newly hired employees, required to be licensed as a condition of their employment, regarding this policy. The district's annual professional development shall include the training required by this paragraph.<sup>5</sup>

To the best of its ability, the District shall follow the requirements covering the transfer of course credit and graduation set forth in the Interstate Compact on Educational Opportunity for Military Children and the Arkansas Military Child School Transitions Act of 2021 for all students who meet the definition of "eligible child" in Policy 4.2—ENTRANCE REQUIREMENTS including the waiving of specific courses that are required for graduation if similar coursework has been satisfactorily completed.

## **GRADUATION REQUIREMENTS**

The number of units students must earn to be eligible for high school graduation is to be earned from the categories listed below. A minimum of twenty-two (22) units is required for graduation for a student participating in either the Smart Core or Core curriculum. In addition to the twenty-two (22) units required for graduation by the Division of Elementary and Secondary Education (DESE), the district requires an additional 22 units to graduate for a total of 44 units. The additional required units may be taken from any electives offered by the district.<sup>6</sup> There are some distinctions made between Smart Core units and Graduation units. Not all units earned toward graduation necessarily apply to Smart Core requirements. Career education courses that are determined by DESE to be eligible for use in the place of a listed course may be substituted for the course as designated by DESE.

All students must receive a passing score on the Arkansas Civics Exam in order to graduate.

Students shall be trained in quality psychomotor skill bases in cardiopulmonary resuscitation and the use of automated external defibrillators in order to graduate.

### **Personal and Family Finance**

All students shall receive credit in a course covering the Personal and Family Finance Standards in order to graduate.

### **Computer Science**

All students shall earn one (1) unit of credit in a computer science or computer science related career and technical education course in order to graduate.

### Community Service

Each student must receive seventy-five (75) clock hours of community service that is certified by the service agency or organization where the student volunteers.

The community service must be in programs or activities, either in Arkansas or outside of Arkansas, that meet the requirements established by the State Board and the District Board of Directors and include preparation, action, and reflection components. Except as provided by this policy, a student must receive at least the following documented clock hours of community service each year:

- Fifteen (15) hours for students in grade nine (9);
- Twenty (20) hours for students in grade ten (10);
- Twenty (20) hours for students in grade eleven (11); and
- Twenty (20) hours for students in grade twelve (12).

Students transferring into the District after grade nine (9) or students who are graduating early may receive a diploma provided that the minimum requirement for each year the student attends the District is met. The District Board of Directors may grant a waiver of the community service requirement for extenuating circumstances on a case-by-case basis, which may include without limitation:

- A major illness associated with a student or a family member of a student;
- Student homelessness or housing insecurity; and
- Notice to the public school district board of directors if the student is a major contributor to family income.

### SMART CORE: Sixteen (16) units

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half (½) unit

Mathematics: four (4) units (all students under Smart Core must take a mathematics course in grade 11 or 12 and complete Algebra II.)

- 1) Algebra I or Algebra A & B\* which may be taken in grades 7-8 or 8-9;
- 2) Geometry or Geometry A & B\* which may be taken in grades 8-9 or 9-10;

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four-unit requirement for the purpose of meeting the **graduation** requirement, but only serve as one unit each toward fulfilling the **Smart Core** requirement.

- 3) Algebra II; and
- 4) The fourth unit may be either:
  - A math unit approved by DESE beyond Algebra II; or
  - A computer science flex credit may be taken in the place of a fourth math credit.

Natural Science: three (3) units

- a. DESE approved biology – 1 credit;
- b. DESE approved physical science – 1 credit; and
- c. A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics - one-half (½) unit



- World History - one unit
- American History - one unit
- Other social studies – one-half (½) Unit

Physical Education: one-half (½) unit

**Note:** While one-half (½) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (½) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>7</sup>

Fine Arts: one-half (½) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student's contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

### **CORE: Sixteen (16) units**

English: four (4) units – 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>

Oral Communications: one-half (½) unit

Mathematics: four (4) units

- Algebra or its equivalent\* - 1 unit
- Geometry or its equivalent\* - 1 unit
- All math units must build on the base of algebra and geometry knowledge and skills.
- (Comparable concurrent credit college courses may be substituted where applicable)
- A computer science flex credit may be taken in the place of a math credit beyond Algebra I and Geometry

\* A two-year algebra equivalent or a two-year geometry equivalent may each be counted as two units of the four (4) unit requirement.

Science: three (3) units

- DESE approved biology – 1 credit;
- DESE approved physical science – 1 credit; and
- A third unit that is either:
  - An additional science credit approved by DESE; or
  - A computer science flex credit may be taken in the place of a third science credit.

Social Studies: three (3) units

- Civics one-half (½) unit
- World history, one (1) unit
- American History, one (1) unit
- Other social studies – one-half (½) unit

Physical Education: one-half (½) unit

**Note:** While one-half (½) unit is required for graduation, no more than one (1) unit may be applied toward fulfilling the necessary units to graduate.

Health and Safety: one-half (½) unit

Economics – one half (½) unit – dependent upon the licensure of the teacher teaching the course, this can count toward the required three (3) social studies credits or the six (6) required Career Focus elective credits.<sup>7</sup>

Fine Arts: one-half (½) unit

### **CAREER FOCUS: - Six (6) units**

All career focus unit requirements shall be established through guidance and counseling based on the student’s contemplated work aspirations. Career focus courses shall conform to the curriculum policy of the district and reflect state curriculum frameworks through course sequencing and career course concentrations where appropriate.

A student who enlists in a branch of the United States Armed Forces or the National Guard through the military delayed entry program, the National Guard Split Training Option, or other similar early entry program and completes basic training before graduating from high school shall receive two (2) units of the Career Focus graduation requirements.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION  
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT  
5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES  
5.16—COMPUTER SCIENCE COURSE PREREQUISITES AND PROGRESSION

Legal References: Standards for Accreditation 1-C.2, 1-C.2.1, 1-C.2.2, 1-C.2.3  
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A.C.A. § 6-4-302  
A.C.A. § 6-15-2906  
A.C.A. § 2911  
A.C.A. § 6-16-122  
A.C.A. § 6-16-143  
A.C.A. § 6-16-149  
A.C.A. § 6-16-150  
A.C.A. § 6-16-152

Date Adopted: May 22, 2023  
Last Revised:

#### **4.46—Pledge of Allegiance and Moment of Silence**

The Pledge of Allegiance shall be recited:

1. During the first class period of each school day;
2. At the commencement of each school-sanctioned after-school assembly; and
3. At the commencement of each school-sanctioned sporting event; however, if two (2) or more school-sanctioned sporting events occur on the same day at the same school, then the Pledge may be recited at only one (1) of the school-sanctioned sporting events.

Students choosing to participate in the recitation of the Pledge shall do so by facing the flag with their right hands over their hearts, or in an appropriate salute if in uniform, while reciting the Pledge. Students choosing not to participate shall either stand or sit quietly while the other students recite the Pledge.

Students shall not be compelled to recite the Pledge, but students who choose not to recite the Pledge shall not disrupt those students choosing to recite the Pledge. Students choosing not to recite the Pledge who do not disrupt those students who choose to recite the Pledge shall not be subject to any comments, retaliation, or disciplinary action.

Following the recitation of the Pledge, there shall be an observance of one (1) minute of silence. During the one (1) minute of silence, each student may reflect, pray, meditate, or engage in any other silent activity that is not likely to interfere with or distract another student. Students who do not disrupt the one (1) minute of silence shall not be subject to any comments, retaliation, or disciplinary action.

Legal References: A.C.A. § 6-10-115  
A.C.A. § 6-16-108

Date Adopted: November 17, 2008  
Last Revised: June 21, 2021

#### **4.47— Possession and Use of Cell Phones and Other Electronic Devices**

Students are responsible for conducting themselves in a manner that respects the rights of others. Possession and use of any electronic device, whether district or student owned, that interferes with a positive, orderly classroom environment does not respect the rights of others and is expressly forbidden.

To protect the security of statewide assessments, no electronic device, as defined in this policy, shall be accessible by a student at any time during assessment administration unless specifically permitted by a student's individualized education program (IEP) or individual health plan;<sup>1</sup> this means that when a student is taking an AESAA assessment, the student shall not have his/her electronic device in his/her possession. Any student violating this provision shall be subject to this policy's disciplinary provisions. The prohibition in this policy does not extend to the electronic device the District provides the student for the student's use during assessment administration to the extent the student is using the District provided device to complete the assessment.

As used in this policy, “electronic devices” means anything that can be used to transmit or capture images, sound, or data.

Misuse of electronic devices includes, but is not limited to:

1. Using electronic devices during class time in any manner other than specifically permitted by the classroom instructor;
2. Permitting any audible sound to come from the device when not being used for reason #1 above;
3. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, or wrongfully obtaining test copies or scores;
4. Using the device to record audio or video or to take photographs in areas where a general expectation of personal privacy exists, including but not limited to locker rooms and bathrooms;
5. Creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person.

Use of an electronic device is permitted to the extent it is approved in a student’s IEP or it is needed in an emergency that threatens the safety of students, staff, or other individuals.

Before and after normal school hours, possession of electronic devices is permitted on the school campus. The use of such devices at school sponsored functions outside the regular school day is permitted to the extent and within the limitations allowed by the event or activity the student is attending.

A parent shall obtain approval from the student’s building principal before operating a student-tracking safety device at school or at a school-sponsored event if the device has recording or listen-in capability. The District requires the device’s recording and listen-in technology to be disabled while the device is on the campus or at the school-sponsored event because of student privacy concerns. The District prohibits unauthorized audio or visual recordings or transmission of audio or images of other students. The student’s parent shall agree in writing to the requirement for the device’s recording and listening-in technology to be disabled and that the District may prohibit future use of the device on campus or at a school-sponsored activity if it is determined that the device’s recording or listening-in capabilities were used in violation of this policy before the student safety tracking device may be on campus or at a school-sponsored event.

The student and/or the student’s parents or guardians expressly assume any risk associated with students owning or possessing electronic devices. Students misusing electronic devices shall have them confiscated. Confiscated devices may be picked up at the school’s administration office by the student’s parents or guardians.<sup>2</sup> Students have no right of privacy as to the content contained on any electronic devices that have been confiscated.<sup>3</sup> A search of a confiscated device shall meet the reasonable individualized suspicion requirements of Policy 4.32—SEARCH, SEIZURE, AND INTERROGATIONS.

Students who use school issued cell phones and/or computers for non-school purposes, except as permitted by the district’s Internet/computer use policy, shall be subject to discipline, up to and including suspension or expulsion. Students 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 expulsion.<sup>4</sup>

No student shall use any wireless communication device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle that is in motion and on school property. Violation may result in disciplinary action up to and including suspension.<sup>5</sup>

Legal References: A.C.A. § 6-15-2907

Date Adopted: November 17, 2008  
Last Revised: April 27, 2020

#### **4.48—Video Surveillance and Other Student Monitoring**

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

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

Signs shall be posted on campus buildings and in district vehicles to notify students, staff, and visitors that video cameras may be in use. Parents and students shall also be notified through the student handbook that cameras may be in use in school buildings, on school grounds and in school vehicles. Students will be held responsible for any violations of school discipline rules caught by the cameras and other technologies authorized in this policy.

The district shall retain copies of video recordings until they are erased<sup>1</sup> which may be accomplished by either deletion or copying over with a new recording. Other than video recordings being retained under the provisions of this policy's following paragraph, the district's video recordings may be erased any time greater than two weeks after they were created.

Videos, automatic identification, or data compilations containing evidence of a violation of student conduct rules 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 student handbook;<sup>2</sup> any release or viewing of such records shall be in accordance with current law.

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

#### **Local Policy**

Date Adopted: April 18, 2011  
Last Revised: April 27, 2020

#### **4.49—Special Education**

In accordance with the Individuals With Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and Arkansas Statutes, the district shall provide a free appropriate public education and necessary related services to all children with disabilities who reside:

- Within the district boundaries; or
- Outside of the District boundaries but are enrolled in the District.

It is the intent of the district to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the state and federal statutes governing special education. Implementation of an Individualized Education Program (IEP) in accordance with the IDEA satisfies the district's obligation to provide a free and appropriate education under Section 504.

The Board directs the superintendent to ensure procedures are in place for the implementation of special education services and that programs are developed to conform to the requirements of state and federal legislation. The superintendent is responsible for appointing a district coordinator for overseeing district fulfillment of its responsibilities regarding students with disabilities.<sup>1</sup> Among the coordinator's responsibilities shall be ensuring district enforcement of the due process rights of students with disabilities and their parents.

Cross Reference: 6.7—COMPLAINTS

Legal References: 34 C.F.R. part 300  
20 U.S.C. §1400 et seq.  
29 U.S.C. § 794  
42 U.S.C. §12101 et seq.  
A.C.A. § 6-41-102  
A.C.A. § 6-41-103  
A.C.A. § 6-41-201 et seq.

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

#### **4.50— School Meal Modifications**

The district only provides modified meal components on menus to accommodate students with a disability. A parent/guardian wishing to request dietary accommodations for their student with a disability must submit to the district's Director of Child Nutrition<sup>1</sup> a medical statement completed by a State licensed healthcare professional, which includes:<sup>2</sup>

- Physicians, including those licensed by:
  - The Arkansas State Medical Board;
  - The Arkansas State Board of Chiropractic Examiners (Chiropractors);
  - The Arkansas Board of Podiatric Medicine (Podiatrists);
- Nurse Practitioners (APRNs in family or pediatric practice with prescriptive authority);
- Physician Assistants (PAs who work in collaborative practice with a physician); and
- Dentists.

The medical statement should include:

1. A description of the student's disability that is sufficient to understand how the disability restricts the student's diet;
2. An explanation of what must be done to accommodate the disability, which may include:
  - a. Food(s) to avoid or restrict;
  - b. Food(s) to substitute;
  - c. Caloric modifications; or
  - d. The substitution of a liquid nutritive formula.

If the information provided in the medical statement is unclear, or lacks sufficient detail, the district's Director of Child Nutrition<sup>1</sup> shall request additional information so that a proper and safe meal can be provided.

When choosing an appropriate approach to accommodate a student's disability, the District will consider the expense and efficiency of the requested accommodations. The District will offer a reasonable modification that effectively accommodates the child's disability and provides equal opportunity to participate in or benefit from the program, which may include a generic version of a product.

Parents may file a grievance regarding the request for accommodations with the District's 504 Coordinator<sup>3</sup>, who will schedule a hearing on the grievance to be held as soon as possible. The 504 coordinator shall provide a copy of the procedures governing the hearing, including that the parent has the right to be accompanied by counsel, and the appeal process upon request.

The district will not prepare meals outside the normal menu to accommodate a family's religious or personal health beliefs.

Legal References:     Commissioner's Memo FIN-09-044  
                              Commissioner's Memo FIN-15-122  
                              Commissioner's Memo CNU-17-051  
                              Commissioner's Memo CNU-18-008  
                              Commissioner's Memo CNU-18-023  
                              Commissioner's Memo CNU-18-025  
                              7 CFR 210.10(g)

Date Adopted: November 18, 2008

Last Revised: February 26, 2018

## **4.51— Food Service Prepayment**

### **Meal Charges<sup>1</sup>**

The district does not provide credit for students to charge for a la carte or other food and beverage items available for purchase in the school food service areas. A la carte or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the District that may be charged for the items. Parents or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverage items through any of the following methods:<sup>2</sup>

- Submitting cash or check payment at the school offices with the secretary, Administration Office, or at the designated payment box<sup>3</sup>;
- Depositing funds through the District's online service; EZSchoolPay link located on the <http://www.ouachitariversd.org/> website, Facebook, and/or on the Home Access Center (HAC).

A student's parents will be contacted by authorized District personnel regarding a student's prepaid account balance at the following times :<sup>4</sup> Emails will be sent out through an automated system on Thursday mornings at 6:00 a.m. or by letter given to the student every Thursday, if no email address is on file.

### **Unpaid Meal Access<sup>6</sup>**

In accordance with Arkansas law, the District allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge. The district will notify a student's parents:

- When the student's prepaid account balance has dropped to the point that the student will begin receiving unpaid meals.

The unpaid meals provided to students will be the same reimbursable meal as the other students. Students who have submitted proper documentation to receive a meal modification in accordance with Policy 4.50—SCHOOL MEAL MODIFICATIONS shall receive the same type of modification for an unpaid meal.

Legal References: Commissioner's Memo CNU-17-003  
Commissioner's Memo CNU-17-024  
A.C.A. § 6-18-715

#### **Local Policy**

Date Adopted: November 18, 2008

Last Revised: December 21, 2020

### **4.52—Students Who Are Foster Children**

The District will afford the same services and educational opportunities to foster children that are afforded other children and youth. The District shall work with the Department of Human Services ("DHS"), the Division of Elementary and Secondary Education (DESE), and individuals involved with each foster child to ensure that the foster child is able to maintain his/her continuity of educational services to the fullest extent that is practical and reasonable.

The Superintendent or his/her designee shall appoint an appropriate staff person to be the local educational liaison for foster children and youth whose responsibilities shall include ensuring the timely school enrollment of each foster child and assisting foster children who transfer between schools by expediting the transfer of relevant educational records.<sup>1</sup>

The District, working with other individuals and agencies shall, unless the presiding court rules otherwise or DHS grants a request to transfer under Foster Child School Choice, ensure that the foster child remains in his/her school of origin, even if a change in the foster child's placement results in a residency that is outside the district. In such a situation, the District will work with DHS to arrange for transportation to and from school for the foster child to the extent it is reasonable and practical.<sup>2</sup>

Upon notification to the District's foster care liaison by a foster child's caseworker that a foster child's school enrollment is being changed to one of the District's schools, the school receiving the child must immediately enroll him/her. Immediate enrollment is required even if a child lacks the required clothing, academic or medical records, or proof of residency.<sup>3</sup>



A foster child's grades shall not be lowered due to absence from school that is caused by a change in the child's school enrollment, the child's attendance at dependency-neglect court proceedings, or other court-ordered counseling or treatment.

Any course work completed by the foster child prior to a school enrollment change shall be accepted as academic credit so long as the child has satisfactorily completed the appropriate academic placement assessment.<sup>4</sup>

If a foster child was enrolled in a District school immediately prior to completing his/her graduation requirements while detained in a juvenile detention facility or while committed to the Division of Youth Services of DHS, the District shall issue the child a diploma.

### **Foster Child School Choice**

If DHS approves a request from a foster parent, or the foster child if the foster child is eighteen (18) years of age, to transfer to another school in the District or into the district as being in the best interest of the foster child, the District shall allow the foster child to transfer to another school in the District or into the District if the foster parent, or the foster child if the foster child is eighteen (18) years of age, submits a request to transfer on a form approved by DESE that is postmarked by no later than May 1 of the year the student seeks to begin the fall semester at another school in the District or in the District.

By July 1 of the school year in which the student seeks to transfer under this section, the superintendent shall notify the foster parent, or the foster child if the foster child is eighteen (18) years of age, in writing whether the application has been accepted or rejected. If the application is accepted, the superintendent shall state in the notification letter a reasonable deadline for the foster child to enroll in the new school or the District and that failure to enroll by the date shall void the school choice acceptance. If the application is rejected, the superintendent shall state in the notification letter the reason for the rejection and that the foster parent, or the foster child if the foster child is eighteen (18) years of age, may submit a written appeal of the rejection to the State board within ten (10) days of receiving the notification letter.

The District shall only reject a Foster Child School Choice application if:<sup>5</sup>

1. The public school or District has reached the maximum student-to-teacher ratio allowed under federal law; state law; the standards for accreditation; or other applicable State rule or Federal regulation; or
2. Approving the transfer would conflict with a provision of an enforceable desegregation court order or a public school district's court-approved desegregation plan regarding the effects of past racial segregation in student assignment.

A foster child whose application is rejected by the District may submit a written request within ten (10) days following the receipt of the rejection letter from the superintendent to the State Board of Education for the State Board to reconsider the transfer.

A Foster Child School Choice transfer shall remain in effect until the foster child:

- Graduates from high school; or
- Transfers to another school or school district under:
  - The Foster Child School Choice Act;
  - Opportunity Public School Choice Act;
  - The Public School Choice Act of 2015; or
  - Any other law that allows a transfer.

The District shall accept credits toward graduation that were awarded by another public school district.

When a foster child transfers from the foster child's school of origin to another school in the District or into the District, the foster child or the foster parent is responsible for the foster child's transportation to and from the school the foster child transferred to. The District and the foster parent, or the foster child if the foster child is eighteen (18) years of age, may enter into a written agreement for the District to provide the transportation to and from the school the foster child transferred to.

Cross References: 4.1—RESIDENCE REQUIREMENTS  
4.2—ENTRANCE REQUIREMENTS  
4.5—SCHOOL CHOICE  
4.7—ABSENCES

Legal References: A.C.A. § 6-18-233  
A.C.A. § 9-28-113

Date Adopted: June 2, 2011  
Last Revised: June 21, 2021

### **4.53— Placement of Multiple Birth Siblings**

The parent, guardian or other person having charge or custody of multiple birth siblings in grades pre-K through 6 may request that the multiple birth siblings are placed in either the same or separate classrooms. The request shall be in writing not later than the 14<sup>th</sup> calendar day prior to the first day of classes at the beginning of the academic year. The school shall honor the request unless it would require the school to add an additional class to the sibling's grade level. If one parent of multiple birth siblings requests a placement that differs from that of the other parent of the same multiple birth siblings, the school shall determine the appropriate placement of the siblings.

The school may change the classroom placement of one or more of the multiple birth siblings if:

- There have been a minimum of 30 instructional days since the start of the school year; and
  - After consulting with each classroom teacher in which the siblings were placed, the school determines the parent's classroom placement request is:
    - Detrimental to the educational achievement of one or more of the siblings;
    - Disruptive to the siblings' assigned classroom learning environment; or
    - Disruptive to the school's educational or disciplinary environment.

If a parent believes the school has not followed the requirements of this policy, the parent may appeal the multiple birth siblings' classroom placement to the Superintendent. The Superintendent's decision regarding the appeal shall be final.

Legal Reference: A.C.A. § 6-18-106

Date Adopted: June 2, 2011  
Last Revised:

### **4.54 – Student Acceleration**

The Board believes that acceleration is an effective and research-based intervention for the academic growth of students who are ready for an advanced or faster-paced curriculum. Acceleration can allow a student to move through the traditional educational setting more rapidly, based on assessed readiness, capability, and motivation. At the same time, the Board understands that acceleration is not a replacement for gifted education services or programs.

Generally, acceleration can occur through one of two broad categories: content based and grade based. Grade based acceleration shortens the number of years a student would otherwise spend in K-12 education, while content based acceleration occurs within the normal K-12 time span. Either form of acceleration can be triggered by either a parent/guardian, student, or community member's request or by the referral of school personnel. In either case, the process of determining the appropriateness of the request shall be under the direction of the district/school<sup>1</sup> Gifted and Talented Program Coordinator. The district/school<sup>1</sup> Gifted and Talented Program Coordinator shall convene the Acceleration Placement Committee<sup>2</sup> and communicate with the individuals necessary for the Acceleration Placement Committee to make an informed decision, which shall include the student's parents or guardians.<sup>3</sup>

While the needs of the student should dictate when acceleration decisions are considered, the Board believes the optimal time for referrals is in the spring, which gives adequate time for working through the determination process and for preparing those concerned for a smooth transition to the acceleration beginning in the following school-year.

The District's Gifted and Talented (GT) Program Coordinator<sup>1</sup> will create a written format to govern the referral and determination process, which shall be made available to any parent or staff member upon request.

The parents/guardians of any student whose request for acceleration has been denied may appeal the decision, in writing to the District's GT Coordinator<sup>1</sup>. The District's GT Coordinator<sup>1</sup> and the Acceleration Placement Committee will again thoroughly review the case study that was completed on the student. Upon completion of the review, the Committee will either request additional new testing be conducted to help the Committee make its determination or it will uphold the initial decision. The Committee's decision may not be further appealed.

Legal Reference: DESE Gifted and Talented Rules

Date adopted: February 25, 2013

Last Revised: April 27, 2020

#### **4.55—Student Promotion and Retention**

A disservice is done to students through social promotion and is prohibited by state law. The District shall, at a minimum, evaluate each student annually in an effort to help each student who is not performing at grade level. Parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis shall be kept informed concerning the progress of their student(s). Notice of a student's possible retention or required retaking of a course shall be included with the student's grades sent home to each parent/guardian or the student if 18 or older. Parent-teacher conferences are encouraged and may be held as necessary in an effort to improve a student's academic success.

Each time a student is assessed by use of a high-quality literacy screener, with results at least once each semester, the Parents, legal guardians, persons having lawful control of the student, or persons acting in loco parentis, and teacher(s) of a student in kindergarten through eighth (8<sup>th</sup>) grade shall be notified in writing of the student's independent grade-level-equivalency in reading and, in a parent friendly manner, the student's reading progress.

Any grades, course credits, and/or promotions received by a student while enrolled in the Division of Youth Services system of education shall be considered transferable in the same manner as those grades, course credits, and promotions from other accredited Arkansas public educational entities.

Promotion or retention of students, or their required retaking of a course shall be primarily based on the following criteria.<sup>1</sup> If there is doubt concerning the promotion or retention of a student or his/her required

retaking of a course, a conference shall be held before a final decision is made that includes the following individuals:

- a. The building principal or designee;
- b. The student's teacher(s);
- c. School counselor;
- d. A 504/special education representative (if applicable); and
- e. The student's parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis.

The conference shall be held at a time and place that best accommodates those participating in the conference. The school shall document participation or non-participation in required conferences. If the conference attendees fail to agree concerning the student's placement or receipt of course credit, the final decision shall rest with the principal or the principal's designee.

Each student<sup>2</sup> shall have a student success plan (SSP) developed by school personnel in collaboration with the student's parents and the student that is reviewed and updated annually. A student's SSP shall use multiple academic measures to personalize learning in order for students to achieve their grade-level expectations and individual growth. The SSP will identify if the student is in need of additional support or acceleration. Academic measures to be used in creating and updating a student's SSP shall include, but are not limited to:

- Statewide student assessment results;
- Subject grades;
- Student work samples; and
- Local assessment scores.

The SSP for a student in kindergarten through grade three (K-3) who does not meet the reading standard As set by the state board and determined by a high-quality literacy screener or the statewide assessment shall include an individual reading plan for each student. An individual reading plan shall include:

1. The student's specific, diagnosed reading skill needs, including without limitation:
  - Phonemic awareness;
  - Phonics decoding;
  - Text reading fluency;
  - Vocabulary-building strategies; and
  - Self-regulated use of reading comprehension strategies, as identified by high-quality literacy screener data;
2. The goals and benchmarks for the student's growth;
3. How the student's progress will be monitored and evaluated;
4. The type of additional instructional services and interventions the student may receive;
5. The intensive, evidence-based literacy intervention program aligned to the science of reading the student's teacher will use to address the areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension;
6. The strategies the student's parents, legal guardians, or persons standing in loco parentis to the student are encouraged to use in assisting the student to achieve the student's reading goal; and
7. Any additional services the student's teacher determines are available and appropriate to accelerate the student's reading skill development.

All parents, legal guardians, or persons standing in loco parentis shall be notified in writing:

- a. Of the content of their child's independent reading plan and progress on the independent reading plan throughout the year; and
- b. By no later than October 1 of each year, or as soon as practicable if a student's reading need is identified after October 1:

- Of their student's eligibility to participate in the literacy tutoring grant program;
- The process for applying for the literacy tutoring grant program; and
- Other information provided by DESE.

For each student who does not meet the reading standard established by the state board by the end of third (3<sup>rd</sup>) grade, including students who are promoted to the fourth (4<sup>th</sup>) grade under a good cause waiver, the District, during the subsequent summer and school year, shall:

- a. Provide at least ninety (90) minutes of evidence-based literacy instruction aligned to the science of reading during each school day;
- b. Assign the student to:
  - If the District has a teacher with a value-added model score in the top quartile statewide in English language arts for the past three (3) years, a teacher with a value-added model score in the top quartile statewide in English language arts for the past three (3) years; or
  - If the District is unable to identify a teacher with a value-added model score in the top quartile statewide in English language arts for the past three (3) years, a teacher:
    - With a highly-effective rating according to the Teacher Excellence and Support System, when possible; or
    - Deemed to be a high-performing teacher as defined by a Master Professional Educator designation.
- c. Provide parents, legal guardians, or persons standing in loco parentis to students with a "read-at-home" plan to support student early literacy growth, which shall include evidence-based science of reading strategies and tools that are aligned to a student's individual reading plan for parents, legal guardians, or persons standing in loco parentis to use with their student;
- d. Notify parents, legal guardians, or persons standing in loco parentis to a student regarding their student's eligibility for a literacy tutoring grant;
- e. Be given priority to receive a literacy tutoring grant; and
- f. Be given the option to participate in additional intensive, evidence-based literacy intervention programs aligned to the science of reading.

The SSP of a student in kindergarten through grade eight (K-8) who is not performing at or above grade level on the state assessment, as defined by the State Board of Education shall include a math intervention plan.

The math intervention plan may include the:

1. Provision of each student with access to high-dosage, targeted math tutoring in the subsequent school year, which shall include three (3) or more tutoring sessions a week in a one-on-one or small-group setting;
2. Assignment to:
  - if the District has a teacher with a value-added model score in the top quartile statewide in math for the previous three (3) years, a teacher, with a value-added model score in the top quartile statewide in math for the previous three (3) years; or
  - if the District is unable to find a teacher with a value-added model score in the top quartile statewide in math for the previous three (3) years, a teacher:
    - With a highly-effective rating in the Teacher Excellence and Support System, when possible; or
    - Deemed to be a high-performing teacher as defined by a Master Professional Educator designation; and
3. Provision of each student with extended time on math instruction during or after school.

All parents, legal guardians, or persons standing in loco parentis shall receive written notification of their student's math intervention plan and progress on the student's math intervention plan throughout the school year.

By the end of grade eight (8), the student's SSP shall:<sup>4</sup>

- Guide the student along pathways to graduation;
- Address accelerated learning opportunities;
- Address academic deficits and interventions; and
- Include college and career planning components.

Based on a student's score on the college and career assessment:

- The student's SSP will be updated in order to assist the student with college and career readiness skills, course selection in high school, and improved academic achievement; and
- Provide a basis for counseling concerning postsecondary preparatory programs.

A student's SSP shall include the recommended sequence of courses for successful completion of the diploma pathway selected by the student but be sufficiently flexible to allow the student to change the student's selected diploma pathway. The school counselor shall meet with the student's parent, legal guardian, or persons standing in loco parentis and the student to review the student's SSP annually and to revise the student's SSP as necessary to identify the courses to be taken each year until all required core courses are completed. Part of the review shall include an explanation of the possible impacts the revisions to the plan might have on the student's graduation requirements and postsecondary education goals. Any change made to a student's SSP as part of the review that amends the student's diploma pathway shall be structured to ensure that the student will meet the high school graduation requirements for the student's chosen diploma pathway and be qualified for admission to a postsecondary educational institution or to enter the workforce. After each review, the student's SSP shall be signed by the student; student's parent, legal guardian, or person standing in loco parentis to the student; and the school counselor.

An SSP shall be created:

1. By no later than the end of the school year for a student in grade eight (8) or below<sup>2</sup> who enrolls in the District during the school year; or
2. As soon as reasonably possible for a student in grade nine (9) or above who enrolls in the District at the beginning or during the school year.

A student's individualized education program (IEP) may act in the place of the student's SSP if the IEP addresses academic deficits and interventions for the student's failure to meet standards-based academic goals at an expected rate or level and includes a transition plan that addresses college and career planning components. Promotion or retention of students with an IEP shall be based on their successful attainment of the goals set forth in their IEP.

Students who either refuse to sit for a Statewide assessment or attempt to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are originally administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity, including school dances, prom, homecoming, senior events, and may be prevented from walking or participating in graduation exercises. The student shall remain ineligible to participate until the student takes the same or a following Statewide assessment, as applicable. The Superintendent or designee may waive this paragraph's provisions when the student's failure was due to exceptional or extraordinary circumstances.<sup>5</sup> Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.<sup>6</sup>

Cross References: 3.30—PARENT-TEACHER COMMUNICATION

4.56—EXTRACURRICULAR ACTIVITIES - SECONDARY SCHOOLS  
4.56.1—EXTRACURRICULAR ACTIVITIES – ELEMENTARY  
5.13—STUDENT INTERVENTION SERVICES AND SUMMER SCHOOL

Legal References: A.C.A. § 6-15-2001  
A.C.A. § 6-15-2005  
A.C.A. § 6-15-2006  
A.C.A. § 6-15-2907  
A.C.A. § 6-15-2911  
A.C.A. § 6-17-429  
A.C.A. § 6-17-431  
A.C.A. § 9-28-205  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing Grading and Course Credit  
Murphy v. State of Ark., 852 F.2d 1039 (8<sup>th</sup> Cir. 1988)

Date Adopted: June 16, 2014  
Last Revised: May 22, 2023

## **4.56—Extracurricular Activities-Secondary Schools**

### **Definitions:**

“Academic Courses” are those courses for which class time is scheduled, which can be credited to meet the minimum requirements for graduation, which is taught by a teacher required to have State licensure in the course or is otherwise qualified under Arkansas statute, and has a course content guide which has been approved by the Division of Elementary and Secondary Education (DESE). Any of the courses for which concurrent high school credit is earned may be from an institution of higher education recognized by DESE. If a student passes an academic course offered on a block schedule, the course can be counted twice toward meeting the requirement for students to pass four (4) academic courses per semester as required by this policy.

“Extracurricular activities” are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.<sup>1</sup>

“Intrascholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.<sup>1</sup>

“Supplemental Improvement Program (SIP)” is an additional instructional opportunity for identified students outside of their regular classroom and meets the criteria outlined in the current Arkansas Activities Association (AAA) Handbook.

### **Extracurricular Eligibility**

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student’s educational experience. At the same time, the Board believes that a student’s participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity (tournaments excepted)<sup>2</sup>. Additionally, a student’s participation in, and the District’s operation of, extracurricular activities shall be subject to the following policy. All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

Any student who refuses to sit for a Statewide assessment or attempts to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following statewide assessment, as applicable. The superintendent or designee may waive this paragraph’s provisions when the student’s failure was due to exceptional or extraordinary circumstances.<sup>3</sup> Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.<sup>4</sup>

A student who enrolls in the district and meets the definition of “eligible child” in Policy 4.2—ENTRANCE REQUIREMENTS shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

No student shall be required to pay for individual or group instruction in order to participate in an extracurricular activity.

### **Interscholastic Activities**

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.<sup>5</sup>

### **ACADEMIC REQUIREMENTS: Junior High**

A student promoted from the sixth to the seventh grade automatically meets scholarship requirements. A student promoted from the seventh to the eighth grade automatically meets scholarship requirements for the



first semester. The second semester eighth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The first semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed four (4) academic courses the previous semester.

The second semester ninth-grade student meets the scholarship requirements for junior high if he/she has successfully passed (4) academic courses the previous semester which count toward his/her high school graduation requirements.

Ninth-grade students must meet the requirements of the senior high scholarship rule by the end of the second semester in the ninth grade in order to be eligible to participate the fall semester of their tenth-grade year.

### **ACADEMIC REQUIREMENTS: Senior High**

In order to remain eligible for competitive interscholastic activity, a student must have passed (4) academic courses the previous semester and either:

1. Have earned a minimum Grade Point Average (GPA) of 2.0 from all academic courses the previous semester; or
2. If the student has passed four (4) academic courses the previous semester but does not have a 2.0 GPA the student must be enrolled and successfully participating in an SIP to maintain their competitive interscholastic extracurricular eligibility.

### **STUDENTS WITH AN INDIVIDUAL EDUCATION PROGRAM**

In order to be considered eligible to participate in competitive interscholastic activities, students with disabilities must pass at least four (4) courses per semester as required by their individual education program (IEP).

### **Homeless Students**

Students who are determined to be experiencing homelessness by the school's homeless LEA shall be eligible for participation in interscholastic activities.

### **ARKANSAS ACTIVITIES ASSOCIATION**

In addition to the foregoing rules, the district shall abide by the rules of AAA governing interscholastic activities. AAA provides catastrophic insurance coverage for students participating in AAA governed extracurricular activities who are enrolled in school. As a matter of District policy, no student may participate in a AAA governed extracurricular activity unless he or she is enrolled in a district school, to ensure all students are eligible for AAA catastrophic insurance.<sup>6</sup>

#### **Intrascholastic Activities**

#### **AAA Governed Activities**

Students participating in intrascholastic extracurricular activities that would be governed by AAA if they were to occur between students of different schools shall meet all interscholastic activity eligibility requirements to be eligible to participate in the comparable intrascholastic activity. The District will abide by the AAA Handbook for such activities to ensure District students are not disqualified from participating in interscholastic activities.<sup>7</sup>

## Non-AAA Governed Activities

Unless made ineligible by District policies, all students shall be eligible to participate in non-AAA governed intrascholastic extracurricular activities. Intrascholastic activities designed for a particular grade(s) or course(s) shall require the student to be enrolled in the grade(s) or course(s).

### School Choice Transfers

A student who transfers under a legal school choice option shall not be denied participation in an extracurricular activity where the student transfers based exclusively on the student's decision to transfer. A student who transfers after July 1 of the year the student enters grade seven (7) shall complete a Changing Schools/Athletic Participation form as defined by AAA, which must be signed by the:

- Superintendent of the student's resident school district;
- Superintendent of the nonresident school district to which the student transfers; and
- Parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student.

The completed Changing Schools/Athletic Participation form shall be filed with the non-resident school district where the student transfers and the AAA. The Changing Schools/Athletic Participation form shall be signed by the superintendent of a student's resident school district and the superintendent of the nonresident school district to which a student transfers unless there is demonstrable evidence of recruiting by the receiving school district personnel or that the student is transferring to the nonresident school district solely for athletic purposes.

Cross References: 4.40—HOMELESS STUDENTS  
4.55—STUDENT PROMOTION AND RETENTION  
4.56.1—EXTRACURRICULAR ACTIVITIES - ELEMENTARY

Legal References: Arkansas Activities Association Handbook  
A.C.A. § 6-4-302  
A.C.A. § 6-15-2907  
A.C.A. § 6-16-151  
A.C.A. § 6-18-114  
A.C.A. § 6-18-115  
A.C.A. § 6-18-227  
A.C.A. § 6-18-713  
A.C.A. § 6-18-1904  
A.C.A. § 6-28-108  
Commissioner's Memo COM-18-009  
Commissioner's Memo LS-18-015

Date Adopted: May 18, 2015

Last Revised: May 22, 2023

### 4.56.1—Extracurricular Activities-Elementary Schools

#### Definitions

"Extracurricular activities" are defined as: any school sponsored program where students from one or more schools meet, work, perform, practice under supervision outside of regular class time, or are competing for the

purpose of receiving an award, rating, recognition, or criticism, or qualification for additional competition. Examples include, but are not limited to, inter/intrascholastic athletics, cheerleading, band, choral, math, or science competitions, field trips, and club activities.

“Field Trips” are when individual students or groups of students are invited to programs or events when there is no competition and the students are not interacting with each other for the purpose of planning, qualifying, or arranging for future programs or for the purpose of receiving recognition.

“Interscholastic Activities” means athletic or non-athletic/academic activities where students compete on a school vs. school basis.

“Intrascholastic Activities” means athletic or non-athletic/academic activities where students compete with students from within the same school.

### **Extracurricular Eligibility**

The Board believes in providing opportunities for students to participate in extracurricular activities that can help enrich the student’s educational experience. At the same time, the Board believes that a student’s participation in extracurricular activities cannot come at the expense of his/her classroom academic achievement. Interruptions of instructional time in the classroom are to be minimal and absences from class to participate in extracurricular activities shall not exceed one per week per extracurricular activity<sup>1</sup> (tournaments or other similar events excepted with approval of the principal).<sup>2</sup> All students are eligible for extracurricular activities unless specifically denied eligibility on the basis of criteria outlined in this policy.

A student may lose his/her eligibility to participate in extracurricular activities when, in the opinion of the school’s administration, the student’s participation in such an activity may adversely jeopardize his/her academic achievement. Students may also be denied permission to participate in extracurricular activities as a consequence of disciplinary action taken by the administration for inappropriate behavior.<sup>3</sup>

Any student who refuses to sit for a Statewide assessment or attempts to boycott a Statewide assessment by failing to put forth a good faith effort on the assessment as determined by the assessment administrator/proctor, or whose parents do not send their student to school on the dates the assessments are administered or scheduled as make-up days shall not be permitted to participate in any non-curriculum related extracurricular activity. The student shall remain ineligible to participate until the student takes the same or a following statewide assessment, as applicable. The superintendent or designee may waive this paragraph’s provisions when the student’s failure was due to exceptional or extraordinary circumstances.<sup>4</sup> Students falling under the provisions of this paragraph shall be permitted to attend curriculum related field trips occurring during the school day.<sup>5</sup>

A student who enrolls in the district and meets the definition of “eligible child” in Policy 4.2—ENTRANCE REQUIREMENTS shall be eligible to try out for an extracurricular activity regardless of the date the student enrolls in the District so long as the student meets all other eligibility requirements and the extracurricular activity is still ongoing.

No student shall be required to pay for individual or group instruction in order to participate in an extracurricular activity.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student

may participate in an athletic activity and before each school year the student participates in an athletic activity.

Cross References: 4.55—STUDENT PROMOTION AND RETENTION  
4.56—EXTRACURRICULAR ACTIVITIES – SECONDARY SCHOOLS

Legal References: A.C.A. § 6-4-302  
A.C.A. § 6-15-2907  
A.C.A. § 6-16-151  
A.C.A. § 6-18-713  
A.C.A. § 6-28-108  
Commissioner’s Memo LS-18-015

Date Adopted: May 23, 2016

Last Revised: June 21, 2021

#### **4.56.2—Extracurricular Activity Eligibility for Home Schooled Students**

Home-schooled student means a student legally enrolled in an Arkansas home school and who meets or has met the criteria for being a home-schooled student, as established by A.C.A. § 6-15-503.

Interscholastic activity means an activity between schools subject to rules of the Arkansas Activities Association that is outside the regular curriculum of the school district, such as an athletic activity, fine arts program, or a special interest group or club.

Each school in the District shall post on its website its schedule of interscholastic activities, including sign-up, tryout, and participation deadlines, at least one semester in advance of those activities. A hard copy of the schedule shall be available upon request.<sup>1</sup>

Home-schooled students whose parents or guardians are legal residents of the school district will be permitted to pursue participation in an interscholastic activity in the student's resident school zone<sup>2</sup> as permitted by this policy.

Home-schooled students whose parent or legal guardian are not residents of the school district will be permitted to pursue participation in an interscholastic activity in the District if:

- The superintendent of the student’s resident district and the superintendent of the District both agree in writing to allow the student to participate in interscholastic activities at the District; or
- The student's resident school does not offer the interscholastic activity and the superintendent of the non-resident district agrees to allow the student to enroll in the interscholastic activity.

Although not guaranteed participation in an interscholastic activity, home-school students who meet the provisions of this policy, AAA Rules, and applicable Arkansas statutes shall have an equal opportunity to try out and participate in interscholastic activities without discrimination. The District shall provide a reasonable alternative to any prerequisite for eligibility to participate in an interscholastic activity that the home-schooled student is unable to meet because of his or her enrollment in a home school.

No student shall be required to pay for individual or group instruction in order to participate in an interscholastic activity.

To be eligible to try out and participate in interscholastic activities, the student or the parent of a student shall mail or hand deliver the student's request to participate to the student's school's principal before the signup, tryout or participation deadline established for traditional students. Additionally, the student shall demonstrate academic eligibility by obtaining a minimum test score of the 30<sup>th</sup> percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition; another nationally recognized norm-referenced test; or a minimum score on a test approved by the State Board of Education.

A student who meets the requirements for eligibility to participate in an interscholastic activity is required to register for no more than one non-academic course<sup>3</sup> in the District's school where the student is intending to participate in an interscholastic activity that coincides with the interscholastic activity in which the homeschooled student participates and shall be required to be at school only when participation in the interscholastic activity requires other students who participate in the interscholastic activity to be at school.

The student shall regularly attend the class in which the student is registered beginning no later than the eleventh (11<sup>th</sup>) day of the semester in which the student's interscholastic activity participation is desired. The student must attend the practices for the interscholastic activity to the same extent as is required of traditional students.

A student and the parent or legal guardian of the student shall sign and return an acknowledgement of receipt and review of an information sheet regarding signs and symptoms of sudden cardiac arrest before the student may participate in an athletic activity and before each school year the student participates in an athletic activity.

A home-schooled student who has met the try out criteria; and who has been selected to participate in the interscholastic activity shall meet the following criteria that also apply to traditional students enrolled in the school:

- standards of behavior and codes of conduct;
- attend the practices for the interscholastic activity to the same extent as is required of traditional students;
- required drug testing;<sup>4</sup>
- permission slips, waivers, physical exams; and
- participation or activity fees.

Students who participate in extracurricular or athletic activities under this policy will be transported to and from the interscholastic activities on the same basis as other students are transported.

A home schooled student may begin participating in an interscholastic activity immediately upon being approved to participate by the District if:

- The home schooled student has not withdrawn from an Arkansas Activities Association member school; or
- The student has withdrawn from an AAA member school and enrolled in a home school but did not participate in an interscholastic activity that is a varsity sport at the student's resident district prior to the student's withdrawal from the AAA member school.

A student who withdrew from an AAA member school who participated in an interscholastic activity that is a varsity sport at the student's resident district during the previous three hundred sixty-five (365) days shall not be eligible to immediately participate in an interscholastic activity that is a varsity sport in the District. The student will not become eligible for full participation until the completion of the three hundred sixty-five (365) day period from when the student withdrew. A student who is not eligible for full participation may participate in

tryouts, practices, classes, or other endeavors associated with the interscholastic activity until the completion of the three hundred sixty-five (365) day period from when the student withdrew.

Cross Reference: 4.59—ACCADEMIC COURSE ATTENDANCE BY PRIVATE SCHOOL AND HOME SCHOOL STUDENTS

- Legal References:   A.C.A. § 6-15-509  
                          A.C.A. § 6-16-151  
                          A.C.A. § 6-18-232  
                          A.C.A. § 6-18-713  
                          Arkansas Activities Association Handbook  
                          Commissioner’s Memo COM-18-009  
                          Commissioner’s Memo LS-18-015  
                          Division of Elementary and Secondary Education Rules Governing Home Schools

Date Adopted: June 26, 2017  
Last Revised: May 22, 2023

**4.56.2F— Home Schooled Students’ Letter of Intent to Participate in Extra Curricular Activities at Resident District**

Student’s Name (Please Print) \_\_\_\_\_

Parent or Guardian's Resident Address

Street \_\_\_\_\_ Apartment \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Student's date of birth \_\_\_/\_\_\_/\_\_\_      Last grade level the student completed \_\_\_\_\_

Student has demonstrated academic eligibility by obtaining a verifiable minimum test score of the 30<sup>th</sup> percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test approved by the State Board of Education. \_\_\_\_\_

Name of test, Date taken, and score achieved \_\_\_\_\_

Extracurricular activity (is) the student requests to participate in

\_\_\_\_\_

Course(s) the student requests to take at the school

\_\_\_\_\_

Proof of identity \_\_\_\_\_

Date Submitted \_\_\_/\_\_\_/\_\_\_

Parent's Signature \_\_\_\_\_

Date Adopted: May 18, 2015

Last Revised: June 26, 2017

**4.56.2F2— Home Schooled Students' Letter of Intent to Participate IN an Extracurricular Activity at Non-Resident District**

Student's Name (Please Print) \_\_\_\_\_

Parent or Guardian's Resident Address

Street \_\_\_\_\_ Apartment \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Student's date of birth \_\_\_/\_\_\_/\_\_\_ Last grade level the student completed \_\_\_\_\_

Student has demonstrated academic eligibility by obtaining a verifiable minimum test score of the 30<sup>th</sup> percentile or better in the previous 12 months on the Stanford Achievement Test Series, Tenth Edition, or another nationally recognized norm-referenced test approved by the State Board of Education. \_\_\_\_\_

Name of test, Date taken, and score achieved \_\_\_\_\_

Extracurricular activity(ies) the student requests to participate in

\_\_\_\_\_

Course(s) the student requests to take at the school

\_\_\_\_\_

Proof of identity \_\_\_\_\_

Date Submitted \_\_\_/\_\_\_/\_\_\_

Parent's Signature \_\_\_\_\_

As the superintendent of the above student's resident district, I agree that the above student may participate in extracurricular activities at \_\_\_\_\_ School District.

Resident Superintendent's Signature: \_\_\_\_\_

As the superintendent of the \_\_\_\_\_ School district, where the above student desires to participate in extracurricular activities, I agree to allow the student to participate in extracurricular activities at \_\_\_\_\_ School District.

Non-resident Superintendent's Signature: \_\_\_\_\_

Date Adopted: June 26, 2017

Last Revised:

## **4.57—Immunizations**

### **Definitions**

“In process” means the student has received at least one dose of the required immunizations and is waiting the minimum time interval to receive the additional dose(s).

“Serologic testing” refers to a medical procedure used to determine an individual’s immunity to Hepatitis B, Measles, Mumps, Rubella and Varicella.

### **General Requirements**

Unless otherwise provided by law or this policy, no student shall be admitted to attend classes in the District who has not been age appropriately immunized against<sup>1</sup>:

- Poliomyelitis;
- Diphtheria;
- Tetanus;
- Pertussis;
- Red (rubeola) measles;
- Rubella;
- Mumps;
- Hepatitis A;
- Hepatitis B;
- Meningococcal disease;
- Varicella (chickenpox); and
- Any other immunization required by the Arkansas Department of Health (ADH).

The District administration has the responsibility to evaluate the immunization status of District students. The District shall maintain a list of all students who are not fully age appropriately immunized or who have an exemption provided by ADH to the immunization requirements based on medical, religious, or philosophical grounds. Students who are not fully age appropriately immunized when seeking admittance shall be referred to a medical authority for consultation.

The only types of proof of immunization the District will accept are immunization records provided by a:

- A. Licensed physician;
- B. Health department;
- C. Military service;
- D. Official record from another educational institution in Arkansas; or
- E. An immunization record printed off of the statewide immunization registry with the Official Seal of the State of Arkansas.

The proof of immunization must include the vaccine type and dates of vaccine administration. Documents stating “up-to-date”, “complete”, “adequate”, and the like will not be accepted as proof of immunization. No self or parental history of varicella disease will be accepted as a history of varicella disease must be documented by a licensed physician, advanced practice nurse, doctor of osteopathy, or physician assistant. Valid proof of immunization and of immunity based on serological testing shall be entered into the student’s record.

In order to continue attending classes in the District, the student must have submitted:



- 1) Proof of immunization showing the student to be fully age appropriately vaccinated;
- 2) Written documentation by a public health nurse or private physician of proof the student is in process of being age appropriately immunized, which includes a schedule of the student's next immunization;
- 3) A copy of a letter from ADH indicating immunity based on serologic testing; and/or
- 4) A copy of the letter from ADH exempting the student from the immunization requirements for the current school year, or a copy of the application for an exemption for the current school year if the exemption letter has not yet arrived.

Students whose immunization records or serology results are lost or unavailable are required to receive all age appropriate vaccinations or submit number 4 above.

### **Temporary Admittance**

While students who are not fully age appropriately immunized or have not yet submitted an immunization waiver may be enrolled to attend school, such students shall be allowed to attend school on a temporary basis only. Students admitted on a temporary basis may be admitted for a maximum of thirty (30) days (or until October 1st of the current school year for the tetanus, diphtheria, pertussis, and meningococcal vaccinations required at ages eleven (11) and sixteen (16) respectively if October 1<sup>st</sup> is later in the current school year than the thirty (30) days following the student's admittance). No student shall be withdrawn and readmitted in order to extend the thirty (30) day period. Students may be allowed to continue attending beyond the thirty (30) day period if the student submits a copy of either number 2 or number 4 above.

Students who are in process shall be required to adhere to the submitted schedule. Failure of the student to submit written documentation from a public health nurse or private physician demonstrating the student received the vaccinations set forth in the schedule may lead to the revocation of the student's temporary admittance; such students shall be excluded from school until the documentation is provided.

The District will not accept copies of applications requesting an exemption for the current school year that are older than two (2) weeks based on the date on the application. Students who submit a copy of an application to receive an exemption from the immunization requirements for the current year to gain temporary admittance have thirty (30) days from the admission date to submit either a letter from ADH granting the exemption or documentation demonstrating the student is in process and a copy of the immunization schedule. Failure to submit the necessary documentation by the close of the thirty (30) days will result in the student being excluded until the documentation is submitted.

### **Exclusion From School**

In the event of an outbreak, students who are not fully age appropriately immunized, are in process, or are exempt from the immunization requirements may be required to be excluded from school in order to protect the student. ADH shall determine if it is necessary for students to be excluded in the event of an outbreak. Students may be excluded for no fewer than twenty-one (21) days or even longer depending on the outbreak. No student excluded due to an outbreak shall be allowed to return to school until the District receives approval from ADH.

Students who are excluded from school are not eligible to receive homebound instruction unless the excluded student had a pre-existing IEP or 504 Plan and the IEP/504 team determines homebound instruction to be in the best interest of the student. To the extent possible, the student's teacher(s) shall place in the principal's office a copy of the student's assignments:

- for the remainder of the week by the end of the initial school day of the student's exclusion; and
- by the end of each school's calendar week for the upcoming week until the student returns to school.<sup>2</sup>

It is the responsibility of the student or the student's parent/legal guardian to make sure that the student's assignments are collected.

Students excluded from school shall have five (5) school days from the day the student returns to school to submit any homework and to make up any examinations. State mandated assessments are not included in "examinations" and the District has no control over administering state mandated make-up assessments outside of the state's schedule. Students shall receive a grade of zero for any assignment or examination not completed or submitted on time.<sup>3</sup>

Annually by December 1, the District shall create, maintain, and post to the District's website a report that includes the following for each disease requiring an immunization under this policy:

- The number of students in the District that were granted an exemption by the Department of Health from an immunization;
- The percentage of students in the District that were granted an exemption by the Department of Health from an immunization; ~~and~~
- The number of students within the District who have failed to provide to the public school proof of the vaccinations required and have not obtained an exemption from ADH;
- The percentage of students within the District who have failed to provide to the public school proof of the vaccinations required and have not obtained an exemption from ADH; and
- The percentage of a population that must receive an immunization for herd immunity to exist.

Notes: <sup>1</sup> The table showing the age appropriate immunizations is referred to as "Table I" in the Division of Elementary and Secondary Education (DESE) rules and as "Table II" in ADH rules.

<sup>2</sup> You can amend this sentence to reflect your school's practice for when teachers are required to have their lesson plans ready in advance.

<sup>3</sup> Your district may choose to adopt a different schedule such as docking the work a certain percentage for each day it is late.

Cross References: 4.2—ENTRANCE REQUIREMENTS  
 4.7—ABSENCES  
 4.8—MAKE-UP WORK  
 4.34—COMMUNICABLE DISEASES AND PARASITES

Legal References: A.C.A. § 6-4-302  
 A.C.A. § 6-18-702  
 A.C.A. § 6-28-110  
 DESE Rules Governing Immunization Requirements in Arkansas Public Schools  
 ADH Rules Pertaining to Immunization Requirements

Date Adopted: May 18, 2015

Last Revised: June 21, 2021

## **4.58—Food Sharing and its Removal from Food Service Area**

### **Food Sharing Table**

In an effort to reduce wasted food and to provide students access to healthy foods when possible, the District shall have in the district cafeteria a food sharing table located at the end of the service line. Prior to leaving the

service line, students may place on or retrieve items from the table, at no additional charge, any of the following:

- Raw whole fruit traditionally eaten without the peel (e.g. bananas and oranges);
- Raw whole fruit traditionally eaten with the peel provided the fruit is wrapped to prevent contamination (e.g. apples and grapes);
- Raw whole vegetables provided the vegetable is wrapped to prevent contamination (e.g. carrot sticks);
- Milk; and
- Juice.

Fruit and vegetables to be shared are to be placed into a designated container on the table.<sup>3</sup> Milk and juice to be shared are to be placed in an ice-filled cooler. Milk and juice may not be taken by another student unless the carton is unopened and was completely covered by ice while in the cooler. A student may not return to the table to place an item for sharing after the student has left the service line.

At all times, the sharing table will be under the supervision of the food service staff. Remaining items should be discarded at the end of the meal period, and no item may remain on the table for longer than four (4) hours.

### **Removing Food Items from the Food Service Area**

No student shall remove school provided food items from the food service area at the end of the meal period, especially milk, juice, and other items requiring temperature controlled environments.

Except for food service workers as required by their job duties, District employees may only remove school provided food items from the food service area when required by a 504 plan or a student's IEP.

Legal References: Commissioner's Memo FIN 08-076  
Commissioner's Memo FIN 15-052

Date Adopted: May 18, 2015

Last Revised:

## **4.59—Academic Course Attendance by Private School and Home Schooled Students**

The District allows private school and home schooled students whose parents, legal guardians, or other responsible adult with whom the student resides are residents of the District to attend academic courses offered by the District. The District will place a list of courses that a private school or home schooled student may request to attend on its website by:<sup>1</sup>

1. June 1 for courses to be offered during the Fall semester; and
2. November 1 for courses to be offered during the Spring semester.

A private school or home schooled student who desires to attend one or more of the available academic courses shall submit a written request to attend the academic course(s) to the superintendent, or designee, no later than:<sup>1</sup>

- a. August 1 for Fall semester courses; or
- b. December 1 for Spring semester courses.

The superintendent, or designee, is authorized to waive the application deadline on a case by case basis.

The District permits a private school or home schooled student to attend a maximum of six (6) courses per semester.

The District may reject a private school or home schooled student's request for attendance if the District's acceptance would:<sup>2</sup>

- Require the addition of staff or classrooms;
- Exceed the capacity of a program, class, grade level, or school building;
- Cost the District more for the student to attend the academic course than the District receives for the student's attendance;
- Cause the District to provide educational services the District does not currently provide at a financial burden to the District; or
- Cause the District to be out of compliance with applicable laws and regulations regarding desegregation.

Requests to attend an academic course will be granted in the order the requests are received. Upon the receipt of a private or home schooled student's request to attend academic course(s), the District will date and time stamp the request for attendance. If a private school or home schooled student is denied attendance based on a lack of capacity and an opening in the requested course occurs prior to the start of the course, the District will use the date and time stamp on the request for attendance to determine the private school or home schooled student who will be notified of an opening in the requested course.

As part of the request to attend academic courses in the District, a private school or home schooled student shall:

- Indicate the course(s) the private school or home schooled student is interested in attending;
- If the course(s) the private school or home schooled student is interested in attending is being offered by the District in both a physical and a digital format, whether the private school or home schooled student intends to attend the physical course or the digital course;
  - Submit, along with the student's application, a copy of the student's transcript indicating that the student has received credit for the course(s), or equivalent course(s), that are a prerequisite to the course(s) the student desires to attend at the District;
- Agree to follow the District's discipline policies; and
- Submit immunization documentation required by Policy 4.57—IMMUNIZATIONS.

A private school or home schooled student who fails to attend an academic course by the eleventh (11) day of class or who is absent without excuse for eleven (11) consecutive days during the semester shall be dropped from the course.; however, a private school or home schooled student shall not be considered truant for unexcused absences from the course(s) the student is attending at the District.

Private school or home schooled students shall receive a final grade and transcript for each academic course the student completes.

The responsibility for transportation of any private school or home schooled student attending academic courses in the District shall be borne by the student or the student's parents.

The opportunity provided to home schooled students under this policy is in addition to the opportunity provided in Policy 4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS.

Cross References: 4.6—HOMESCHOOLING  
4.56.2—EXTRACURRICULAR ACTIVITY ELIGIBILITY FOR HOME SCHOOLED STUDENTS  
4.57-- IMMUNIZATIONS

Legal References: A.C.A. § 6-15-509  
A.C.A. § 6-18-232  
A.C.A. § 6-18-702  
A.C.A. § 6-47-401 et seq.  
ADE Rules Governing Distance and Digital Learning  
ADE Rules Governing Kindergarten Through 12<sup>th</sup> Grade Immunization Requirements in Arkansas Public Schools

Date Adopted: June 26, 2017

Last Revised: June 24, 2019

#### **4.60—Student Behavioral Intervention and Restraint Definitions**

"Aversive behavioral intervention" means a physical or sensory intervention program that is intended to modify behavior through the use of a substance or stimulus that the intervention implementer knows will cause physical trauma, emotional trauma, or both, to a student, even when the substance or stimulus appears to be pleasant or neutral to others.

Examples of aversive behavioral interventions include, but are not limited to:

- Hitting;
- Pinching;
- Slapping;
- Using a water spray;
- Using noxious fumes;
- Requiring extreme physical exercise;
- Using loud auditory stimulus;
- Withholding meals; and
- Denying reasonable access to toileting facilities.

"Behavioral intervention" means the implementation of a service, support, or strategy to teach and increase appropriate behavior or substantially decrease or eliminate behavior that is dangerous, inappropriate, or otherwise impedes the learning of a student.

"Behavior Intervention Plan" (BIP) means a written plan that:

- Is developed by a problem-solving and intervention team and delineates emotional, social, or behavioral goals for a student and the steps that the school, student, parent of the student, and others will take to positively support the progress of the student towards the student's emotional, social, or behavioral goals;
- Is comprised of practical and specific strategies to increase or reduce a defined behavior or one (1) or more patterns of behavior exhibited by a student; and
- Includes the following at a minimum:
  - A definition or description of the desired target behavior or outcome in specific measurable terms;
  - A plan for preventing and eliminating inappropriate student behavior by changing a condition that is triggering, motivating, underlying, or supporting that behavior as determined through a FBA;
  - A plan for teaching a student to demonstrate appropriate social, emotional, or behavioral self-management, or a new method to address or meet the student's needs;

- A description of how a specific incentive or consequence will be used as needed to decrease or eliminate inappropriate student behavior and increase appropriate behavior;
- A plan for managing a crisis situation;
- A system to collect, analyze, and evaluate data about the student;
- The school personnel, resources, and training needed before implementation of the BIP; and
- The timeline for implementing different facets of an intervention, including without limitation when the intervention will be formally reviewed.

"Chemical restraint" means the use of a drug or medication to control the behavior of a student or restrict the free movement of the student; however, chemical restraint does not include the use of medication that is prescribed by a licensed physician, or other qualified health professional acting within the scope of the individual's professional authority under state law, for the standard treatment of a medical or psychiatric condition of a student and is administered as prescribed by the licensed physician or other qualified health professional acting within the scope of the individual's professional authority under state law.

"Crisis" means a situation in which a student engages in a behavior that threatens the health and safety of the student or others and includes without limitation a situation in which the student becomes aggressive or violent at school and is unable to regain self-control without posing a danger of injury to himself or herself or others.

"Crisis intervention" means the implementation of a service, support, or strategy to immediately stabilize a crisis and prevent the crisis from reoccurring after the crisis ends.

"Dangerous behavior" means the behavior of a student that presents an imminent danger of serious physical harm to the student or others; however, dangerous behavior does not include the following:

- Disrespect;
- Noncompliance;
- Insubordination; or
- Destruction of property that does not create an imminent danger.

"De-escalation" means the use of a behavior management technique that helps a student increase the student's control over the student's emotions and behavior and results in a reduction of a present or potential level of danger that in turn reduces the level of imminent danger of serious physical harm to the student or others.

"Emergency" means a serious and unexpected situation that requires immediate action and which may be dangerous.

"Functional Behavior Assessment" (FBA) means a problem analysis step that:

- Occurs within the context of data-based problem-solving and involves:
  - The review of existing records and other sources of information;
  - Diagnostic or historical interviews;
  - Structured academic or behavioral observations; and
  - Authentic, criterion-referenced, or norm-referenced tests; and
- Is performed with the goal of determining why a specific problem or situation is occurring in order to directly link a strategic intervention to an assessment and solve or resolve the specific problem or situation.

"Imminent danger" means an existing dangerous situation that could reasonably be expected to immediately cause death or serious physical harm.

"Mechanical restraint" means the use of a device or equipment to restrict the free movement of a student; however, mechanical restraint does not include a device that is used by trained school personnel or a student for a specific and approved therapeutic purpose or safety purpose for which the device was designed or prescribed or a vehicle safety restraint that is appropriately used in the manner for which it was designed during the transport of a student in a moving vehicle.

"Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back of a student for the purpose of redirecting or inducing the student to move to a safe location.

"Physical restraint" means a personal restriction that immobilizes or reduces the ability of a student to move the student's torso, arm, leg, or head freely; however, physical restraint does not include a physical escort.

"Positive behavioral support" means the application of behavior analysis that:

- Is used to achieve socially important behavior change;
- Occurs at the:
  - Prevention level for all students in a school;
  - Strategic intervention level for a student who is not responding, from a social-emotional and behavioral perspective, to the prevention level; and
  - Intensive service or crisis-management level for a student who needs multifaceted or comprehensive behavioral or mental health services; and
- Involves a planned and collaborative school-wide approach that is implemented with a goal:
  - Of establishing a positive and supportive school environment that:
    - Teaches and reinforces prosocial behavior in a student;
    - Holds a student positively accountable for meeting an established behavioral expectation; and
    - Maintains a level of consistency throughout the implementation process; and
  - That is accomplished by using positive behavioral programs, strategies, or approaches.

"Prone restraint" means restraining a student in a face-down position on the floor or another surface and applying physical pressure to the body of the student to keep the student in the prone position.

"Serious physical harm" means bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

"Supine restraint" means the restraint of a student in a face-up position on the student's back on the floor or another surface and with physical pressure applied to the body of the student to keep the student in the supine position.

### **Positive Behavioral Supports**

The District shall implement positive behavioral supports to be used at the:

1. Prevention level for each student in a school;
2. Strategic intervention level for a student who is not responding, from a social, emotional, or behavioral perspective, to the prevention level; and
3. Intensive service or crisis-management level for a student who needs multifaceted or comprehensive behavioral or mental health services.

The District's positive behavioral support shall include:

- a. The teaching and reinforcing of interpersonal, social, problem solving, conflict resolution, and coping skills to a student;
- b. Holding a student positively accountable for meeting an established behavioral expectation;
- c. Maintaining a high level of consistency through the implementation of the positive behavioral support process; and
- d. The following interrelated activities:
  - ✚ Providing a school-wide approach to the discipline and safety of each student rather than an approach to only the behavior problem of a single student;
  - ✚ Focusing on preventing the development and occurrence of problem behavior;
  - ✚ Regularly reviewing behavior data to adapt the District's procedures to meet the needs of every student; and
  - ✚ Providing a multitiered approach to academic and behavioral services and support to meet the academic and behavioral achievement needs of each student.

The following principles shall form the basis of the District's positive behavioral support system and conflict resolution or de-escalation approach:

1. A student has the right to be treated with dignity;
2. A student should receive necessary academic, social, emotional, and behavioral support that is provided in a safe and least-restrictive environment possible;
3. Positive and appropriate academic, social, emotional, or behavioral intervention, as well as mental health support, should be provided routinely to each student who needs the intervention or support;
4. Behavioral intervention should emphasize prevention as part of the District's system of positive behavioral support; and
5. Each student who exhibits an ongoing behavior that interferes with the student's learning or the learning of others, and who is nonresponsive to effectively implemented classroom or administrative intervention, should receive additional intensive behavioral intervention that is based on a FBA and data-based problem solving.

### **Problem Solving and Intervention Team**

A problem-solving and intervention team shall be established for each student who exhibits social, emotional, or behavioral difficulty that may escalate, if not addressed, to potentially dangerous behavior. The problem-solving and intervention team shall include at least one (1) member who is an academic and behavioral assessment and intervention professional.

A student's problem-solving and intervention team shall:

- a. Work with the teachers of a student to complete a FBA of the student and an assessment of any problematic situations involving the student;
- b. Consider the need for a BIP with the goal of preventing or resolving the social, emotional, or behavioral difficulty of the student and developing a response that will de-escalate and stabilize a potential emergency situation that approaches the danger level; and
- c. Regularly review the data on incidents involving the use of physical restraint on the student and adjust, as necessary, the procedures concerning the use of physical restraint on the student.

Special education procedures shall be followed if a student is suspected of having a disability that relates to behavioral concerns.

### **Physical Restraint**



Except in the case of a clearly unavoidable emergency situation in which a trained member of school personnel is not immediately available due to the unforeseeable nature of the emergency situation, the physical restraint of a student shall only be used by a member of school personnel who is appropriately trained to administer physical restraint.

When using physical restraint on a student, school personnel shall:

- use the least restrictive technique necessary to end imminent danger or serious physical harm to a student and others;
- Use the safest method available and appropriate to the situation;
- Consider the health and safety of a student, including without limitation whether the student has an existing medical condition that makes the use of physical restraint inadvisable;
- Not restrict the ability of a student to communicate unless the use of a less restrictive technique will not prevent imminent danger of serious physical harm to the student or others;
- Use only the amount of force that is reasonably necessary to protect a student or others from imminent danger of serious physical harm to the student or others;
- Not verbally abuse, ridicule, humiliate, taunt, or engage in any other similar action towards the student; and
- continuously and visually observe and monitor the student while the student is under physical restraint.

Physical restraint of a student shall only be used for a limited period of time and shall not be used:

- When imminent danger or serious physical harm to the student or others dissipates;
- If a medical condition occurs that puts the student at risk of harm;
- Unless the behavior of the student poses an imminent danger of serious physical harm to the student or others;
- After the threat of imminent danger of serious physical harm to the student or others dissipates; or
- In the following manner:
  - To punish or discipline the student;
  - To coerce the student;
  - To force the student to comply;
  - To retaliate against the student;
  - To replace the use of an appropriate educational or behavioral support;
  - As a routine safety measure;
  - As a planned behavioral intervention in response to behavior of the student that does not pose an imminent danger of serious physical harm to the student or others;
  - As a convenience for school personnel; or
  - To prevent property damage unless the act of damaging property committed by the student poses an imminent danger or serious physical harm to the student and others.

Even in an emergency, supine restraint shall not be used on a student except by a staff person who has been certified by a crisis intervention training program and the certified staff person determines that supine restraint is required to provide safety for the student and others.

At no time shall school personnel use the following on a student:

- ✚ Mechanical restraint;
- ✚ Chemical restraint;
- ✚ Aversive behavioral interventions that compromise health and safety;
- ✚ Physical restraint that is life-threatening or medically contraindicated; or
- ✚ Prone restraint or other restraint that restricts the breathing of a student.

Following the first incident of physical restraint used on a student, an FBA shall be conducted unless a previous FBA was conducted for the same behavior that was at issue when the physical restraint was used.

The use of physical restraint on a student as a planned behavioral intervention shall not be included in a student's IEP, 504 Plan, BIP, individual safety plan, or other individual planning document but may be considered as a crisis intervention if appropriate for the student. A student's IEP team or 504 Plan team shall consider whether an FBA should be performed; if a BIP should be developed for the student or if a student's existing BIP should be revised; and if additional behavioral goals and interventions should be included in the student's existing IEP or 504 Plan.

Parents may submit complaints regarding an incident involving the use of physical restraint on their student. A complaint shall be referred for review to the appropriate school personnel:

- The student's problem-solving and intervention team;
- The student's IEP team; or
- The student's 504 Plan team.

A complaint by a parent shall be handled by the appropriate District staff in the same manner as a debrief following the use of physical restraint on a student.<sup>1</sup>

Use of a physical restraint technique that is abusive shall be reported to the Child Abuse Hotline and law enforcement.

### **Reports and Debriefing**

After the occurrence of an incident involving physical restraint of a student, the building principal, or the principal's designee, shall be notified of the incident as soon as possible but by no later than the end of the school day when the incident occurred.

The student's parent shall be notified of the incident of the use of physical restraint via verbal or electronic communication as soon as possible but by no later than the end of the school day when the incident occurred. In the event the student's parent is unable to be notified via verbal or electronic communication within twenty-four (24) hours after the incident occurred, then the parent shall be mailed written notification of the incident within forty-eight (48) hours after the incident occurred.

school personnel involved in the incident shall document the incident in a written report, which is to be completed within twenty-four (24) hours after the incident occurred. The written report of the incident shall:

1. Include all information contained in the Division of Elementary and Secondary Education (DESE) Physical Restraint or Seclusion Incident Record and Debriefing Report;
2. Be maintained in the student's education record; and
3. Be provided to the student's parent within one (1) school day of the completion of the report.

A debriefing meeting shall be held within two (2) school days after the incident occurred. The following school personnel shall be present at the debriefing meeting:<sup>2</sup>

- a. A member of school personnel who was present during the incident;
- b. A member of school personnel who was in the proximity of the student on whom physical restraint was used immediately before and during the time of the incident;
- c. A school administrator; and
- d. Any other member of school personnel determined to be appropriate by the District.

The purpose of the debriefing meeting shall be to:

- Determine whether the procedures used during the incident were necessary;

- Evaluate the use of any behavioral supports and de-escalation techniques by school personnel before and during the incident;
- Evaluate the school district's positive behavioral supports system and prevention techniques in order to minimize future use of physical restraint; and
- If a trained member of school personnel was not immediately available due to the unforeseeable nature of the emergency situation when the incident occurred:
  - Reevaluate the training needs of school personnel;
  - Reevaluate the physical restraint policy and practices; and
  - Develop a plan to prevent a future incident.

At a debriefing meeting, school personnel shall:

1. Consider relevant information in the student's education record, including without limitation:
  - a. The concerns of the student's parent;
  - b. The student's social and medical history;
  - c. The student's FBA, if one exists; and
  - d. The student's BIP, if one exists;
2. Consider relevant information from the teachers, parents, and other District professionals;
3. Discuss whether positive behavior supports were appropriately implemented;
4. Discuss the duration and frequency of the use of physical restraint on the student;
5. Discuss appropriate action that may be taken to prevent and reduce the need for physical restraint;
6. Consider whether additional intervention and support is necessary for the student;
7. Consider whether additional intervention and support is necessary for school personnel; and
8. Consider how and when to debrief a person who was not present at the debriefing meeting, including without limitation:
  - a. The student;
  - b. The student's parent; and
  - c. Other school personnel or students who witnessed the incident.

DESE's Physical Restraint or Seclusion Incident Record and Debriefing Report, or an alternative report that includes the same information, shall be completed during the debriefing meeting. A copy of the report shall be:

- Submitted to the building principal;<sup>3</sup>
- Mailed to the student's parent within two (2) days of the date on which the debriefing meeting was held; and
- Maintained as part of the student's education record along with other documents consulted during the debriefing meeting.

Cross Reference: 3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

Legal Reference: A.C.A. § 6-18-2401 et seq.

Date Adopted: June 21, 2021

Last Revised:

## 4.61—Student Use of Multiple Occupancy Room

### Definitions

"Multiple occupancy room" means an area in a District building that is designed or designated to be used by one (1) or more individuals at the same time and in which one (1) or more individuals may be in various stages of undress in the presence of other individuals, which includes, without limitation, a restroom, locker room, changing room, or shower room.

"Sex" means the physical condition of being male or female based on genetics and physiology, which may be demonstrated by the sex identified on a student's original birth certificate.

Each multiple occupancy room in a District building shall be designated as either male or female. Except as permitted by this policy, a student shall not enter a multiple occupancy room that does not correspond to the student's sex.

An individual who is unwilling or unable to use a multiple occupancy room designated for the individual's sex shall be granted a reasonable accommodation, which may include, without limitation, access to a single-occupancy restroom or changing area. A reasonable accommodation shall not include access to a restroom or changing area that is designated for use by members of the opposite sex to an individual while members of the opposite sex of the individual are present or may be present in the restroom or changing area.

The prohibitions in this policy do not apply to an individual who enters a multiple occupancy room designated for use by the opposite sex when the individual enters for any of the following reasons:

- custodial, maintenance, or inspection purposes;
- To render emergency medical assistance;
- To address an ongoing emergency, including without limitation a physical altercation;
- To accommodate individuals protected under the Americans with Disabilities Act; or
- To assist young children who are in need of physical assistance when using a restroom or changing facility that is located in the District.

Legal Reference: A.C.A. § 6-21-120

Date Adopted: May 22, 2023

Last Revised:

## 4.62—Student Name, Title, or Pronoun

A District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name;  
or
2. Pronoun or title that is inconsistent with the student's biological sex.

A student shall not be subject to discipline for declining to address a person using a:

- a. Name other than that listed on the student's birth certificate, except for a derivative of the name;  
or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

#### Local Policy

Date Adopted: May 22, 2023

Last Revised:

### **4.63—Student Religious Expression**

The Ouachita River School District Board of Directors does not allow the discrimination against a student based on a student's voluntary religious expression, if any. At the same time, the District shall provide a process to eliminate any actual or perceived sponsorship or attribution to the District of a student's public voluntary expression of a religious viewpoint, if any.

#### **Student Assignments**

Student assignments include, but are not limited to:

- Homework;
- Classwork;
- Artwork; and
- Other written or oral assignments.

A student may express the student's religious viewpoint, if any, in the student's assignments without discrimination based on the religious content, if any. A student's assignments shall:

1. Be graded and judged:
  - By ordinary academic standards of substance and relevance; and
  - Against other conventional, pedagogical topics as identified by the District curriculum; and
2. Not be penalized or rewarded based on the religious content, if any, of the student's assignments.

#### **Student Presenters**

A student's expression of a religious viewpoint, if any, on an otherwise permissible subject shall not be excluded from a forum, whether oral or in writing, where students are allowed to speak.

The District has the right to restrict student speech that is inappropriate in the school setting by being obscene, vulgar, offensively lewd, or indecent.

Review of written student forums shall be handled in accordance with Policy 4.14—STUDENT MEDIA AND THE DISTRIBUTION OF LITERATURE.

If the forum is a scheduled event with designated student speakers, the building principal shall have an opportunity to review pre-written remarks prior to the student's presentation at the scheduled forum. The principal may require the student to amend the student's remarks to the extent necessary to address any portions that are determined to be inappropriate. A student's refusal to amend the remarks that were determined to be inappropriate may be prohibited from participation in the forum. A student who diverts from the approved pre-written remarks during a speech in such a manner that is determined to be inappropriate by the building principal or another present District staff member may be asked to return to the approved remarks. If a student refuses to return to the approved remarks or continues to divert from the approved remarks in a manner that is determined to be inappropriate may be escorted from the forum and disciplined in accordance with the District's Student Code of Conduct.

If the timing or format of the forum does not provide for pre-written remarks to be reviewed, then the building principal or other District staff shall have the authority to address a student whose remarks are determined to be inappropriate. The building principal or District staff member shall initially ask the student to cease the inappropriate remarks. If the student refuses or makes additional inappropriate remarks after being directed to cease such remarks, Then the building principal or District staff member may escort the student from the forum and the student may be disciplined in accordance with the District's Student Code of Conduct

There shall be a disclaimer that a student speaker's speech does not reflect the endorsement, sponsorship, position, or expression of the District. The disclaimer shall be provided at all forums where students speak and at all graduation ceremonies. The disclaimer shall be provided orally or in writing as most appropriately fits the format of the forum.

Information on how to participate in a student forum shall be provided to all students.<sup>1</sup>

In addition to the salutatorian and valedictorian selection process in Policy 5.17—HONOR ROLL AND HONOR GRADUATES, the following students may speak during the District's graduation ceremony:<sup>2</sup>

Cross References: 4.14—STUDENT MEDIA AND THE DISTRIBUTION OF LITERATURE  
5.17—HONOR ROLL AND HONOR GRADUATES

Legal References: A.C.A. § 6-10-138  
A.C.A. § 6-18-101  
A.C.A. § 6-18-1201 et seq.

Date Adopted: May 22, 2023

Last Revised:

## **SECTION 5—CURRICULUM AND INSTRUCTION**

### **5.1—Educational Philosophy**

The Ouachita River School District assumes the responsibility of providing students attending its schools a high quality education that challenges each student to achieve to their maximum potential. The District shall endeavor to create the environment within the schools necessary to attain this goal. The creation of the necessary climate shall be based on the following core beliefs:

1. The District's vision statement will be developed with input from students, parents, business leaders, and other community members.
2. All students can be successful learners.
3. Students learn at different rates and in different ways.
4. A primary goal shall be to give students the skills they need to be life-long learners.
5. The education of all citizens is basic to our community's well-being.
6. Student achievement is affected positively by the involvement of parents and the community in the schools.
7. The District is responsible for helping cultivate good citizenship skills in its students.

8. Students reflect the moral and ethical values of their environment.
9. All people have a right to a safe environment.
10. Each person is responsible for his/her own actions.
11. Innovation involves taking risks.
12. Schools are responsible for creating the conditions that promote success.
13. Each person is entitled to retain his/her dignity.
14. All people have the right to be treated with respect and the responsibility to treat others respectfully.
15. For teachers to succeed in cultivating high student achievement, they need to be given the materials, training, and environment necessary to produce such results.

Date Adopted: November 17, 2008

Last Revised:

## **5.2—Planning For Educational Improvement**

Each school in the district, in collaboration with administrators, teachers, other school staff, parents, the community, and students, shall develop a school-level improvement plan (SLIP) to:

- Establish goals or anticipated outcomes based on an analysis of students' needs;
- Identify student supports and evidence-based interventions and practices to be implemented;
- Describe the professional learning necessary for adults to deliver the supports or interventions;
- Describe the implementation timeline for monitoring of the interventions and practices for effectiveness;
- Describe the timeline and procedures for evaluation of the interventions and practices for effectiveness; and
- Evaluate and modify a parent, family, and community engagement plan.<sup>1</sup>

Each SLIP shall include a literacy plan that includes a curriculum program and a professional development program that is aligned with the District's literacy needs and is based on the science of reading.

Some of the data that shall be considered when developing the SLIP includes, but is not limited to:<sup>2</sup>

- Statewide assessment results;
- Interim assessment results;
- Similarly situated school's SLIPs; and
- Evaluation(s), including staff, student, and community feedback, of the existing SLIP.

The SLIP is to be reviewed on an ongoing basis with reports to the board on the implementation progress of the SLIP throughout the year of implementation. By May 1 of each year, the SLIP to be implemented in the upcoming school year shall be presented to the District Board of Directors for review and approval.<sup>3</sup> The District will post the District's SLIP(s) to the District's website under State-Required Information by August 1 of each year.

The district shall develop, with appropriate staff; school board members; and community input, a school district support plan (SDSP).<sup>4</sup> The SDSP, in coordination with the District's SLIPs, shall:

- Specify the support the District will provide to the District's schools;
- Collaboratively establish priorities regarding goals or anticipated outcomes with the District's schools, including feeder schools;
- Identify resources to support the established priorities;
- Describe the time and pace of providing support and monitoring for the established priorities;
- Describe the measures for analyzing and evaluating that the District support was effective in improving the school performance;

- Establish, evaluate, and update a parent, family, and community engagement plan;<sup>1</sup> and
- Direct the use of Enhanced Student Achievement funding for strategies to close gaps in academic achievement.

If the Districts data reflects a disproportionality in equitable access to qualified and effective teachers and administrators, the District shall develop and implement strategies to provide equitable access as part of the SDSP.

If forty percent (40%) or more of the District’s students scored “in need of support” on the prior year’s statewide assessment for reading, the District shall develop a literacy plan as part of the SDSP that includes:

- ✚ Goals for improving reading achievement throughout the District; and
- ✚ Information regarding the prioritization of funding, including without limitation, Enhanced Student Achievement funding, for strategies to improve reading achievement throughout the District.

The District shall post the District’s SDSP to the District’s website under State-Required Information, including any updates to the District’s SDSP.<sup>5</sup>

The District’s Board of Directors shall hold a meeting annually to provide a report that systematically explains the District’s policies, programs, and goals to the community. The District’s report shall detail the progress of the District and the District’s schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District’s website under State-Required Information no later than ten (10) days following the meeting, with the most recent annual report posted by August 1 of each year. The meeting shall provide parents and other members of the community the opportunity to ask questions and make suggestions concerning the District’s program.

Legal References: A.C.A. § 6-15-2914  
 DESE Rules Governing the Arkansas Educational Support and Accountability Act  
 DESE Rules Governing Parental Involvement Plans and Family and Community Engagement  
 DESE Rules Governing Documents Posted To School District And Education Service Cooperative Websites  
 Standards for Accreditation 1-B.4, 3-B.1, 3-B.2, 3-B.2.1, 5-A.1  
 Commissioner’s Memo COM-20-021

Date Adopted: November 17, 2008

Last Revised: June 20, 2022

### **5.3—Curriculum Development**

Sequential curricula should be developed for each subject area. Curricula are to be aligned with the curriculum frameworks and used to plan instruction leading to student proficiency on the Arkansas Academic Standards. Curricula should be in alignment with the District’s vision, mission, goals, and educational philosophy. Student achievement is increased through an integrated curriculum that promotes continuity and a growth in skills and knowledge from grade to grade and from school to school. Therefore, the Board desires that unnecessary duplication of work among the various grades and schools be eliminated and that courses of study and their corresponding content guides be coordinated effectively.



The Board of Education is responsible for reviewing and approving all instructional programs offered by the District as well as approving significant changes to courses or course materials before they are implemented. The Superintendent is responsible for making curriculum recommendations.

Each school shall review each curriculum area annually to address the continued relevancy, adequacy, and cost effectiveness of individual courses and instructional programs and to ensure each area is aligned with the current curriculum frameworks and course content standards approved by the State Board of Education.<sup>1</sup> Each school's administration shall implement a monitoring process to ensure that the instructional content of each course offered is consistent with the content standards and curriculum frameworks approved by the State Board of Education.<sup>2</sup>

The District shall not purchase curriculum for the District's reading program that is not from the list of curricula approved by the Division of Elementary and Secondary Education.<sup>3</sup>

No curriculum or classroom instruction shall be provided on the following topics before grade five (5):

- Sexually explicit materials;
- Sexual reproduction;
- Sexual intercourse;
- Gender identity; or
- Sexual orientation.

Legal References: Standards for Accreditation 1-A.1, 1-A.4  
A.C.A. § 6-15-101  
A.C.A. § 6-15-1505(a)  
A.C.A. § 6-15-2906  
A.C.A. § 6-16-157  
A.C.A. § 6-17-429

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **5.4—School Improvement Teams**

A team structure is officially incorporated into the school-level improvement plan. New school administrators shall receive a description of the teams' purposes and how each team is constituted; In addition, each new administrator shall receive training on methods for effective teams.

All teams shall create work plans for the year, which shall include specific work products for the team to produce. To aid in maintaining the work plan, all teams shall develop an agenda and keep minutes for each meeting. The school principal shall be responsible for maintaining a file of the agendas, work products, and minutes of all teams.

Team meetings shall take place outside of the student instructional day.<sup>1</sup>

### **Leadership Team**

Each school shall have a Leadership Team that consists of members that include:<sup>2</sup>

1. The principal;
2. The chair of each Instructional Team;
3. The school guidance counselor;

4. A instructional facilitator; and
5. Other key professionals designated by the principal.

The Leadership Team shall meet for a minimum of one (1) hour at least two (2) times each month during the school year. Based on school performance data and aggregated classroom observation data, the Leadership Team shall make decisions and recommendations on curriculum, instruction, and professional development; in addition, the Leadership Team shall serve as a conduit of communication to the rest of the faculty and staff.

### **Instructional Teams**

The teachers in each school shall belong to an instructional team. The instructional teams shall be organized by:

- a. Grade level;
- b. Grade level cluster; and/or
- c. Subject area.

Each Instructional Team shall appoint a chair for the school year who shall conduct the team meetings and shall be part of the school Leadership Team. Each Instructional Team shall meet for a minimum of forty-five (45) minutes at least two (2) times a month during the school year.<sup>3</sup>

The purpose of the Instructional Teams is to develop and refine units of instruction and review student learning data.

Legal References: DESE Rules Governing the Arkansas Educational Support and Accountability Act  
School-Level Improvement Plan Indicator 36  
A.C.A. § 6-17-114  
AG Opinion 2005-299

Date Adopted: October 26, 2015  
Last Revised: June 24, 2019

## **5.5—Selection / Inspection of Instructional Materials**

### **Definitions**

"Curriculum" means: the sequences of public school student learning expectations, pacing, materials, and resources that are used to teach the Arkansas academic standards and the processes for evaluating mastery of the Arkansas academic standards at particular points in time throughout the kindergarten through grade twelve (K-12) educational program.

"Gender identity" means the same as is used in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which defines it as a category of social identity and refers to an individual's identification as male, female, or, occasionally, some category other than male or female.

"Instructional material" means instructional content that is provided to a public school student, regardless of its format, that includes without limitation printed or representational materials, audio-visual materials, and materials in electronic or digital format, such as materials accessible through the internet; however, Instructional material does not include academic tests or academic assessments.

"Sexual orientation" means an individual's actual or perceived orientation as heterosexual, homosexual, or bisexual.

The use of instructional materials, including classroom events or activities associated with classroom instruction, beyond those approved as part of the curriculum/textbook program must be compatible with school and district policies. If there is uncertainty concerning the appropriateness of supplemental materials, the personnel desiring to use the materials shall get approval from the school's principal prior to putting the materials into use.

All instructional materials, including classroom events or activities associated with classroom instruction, used as part of the educational curriculum of a student shall be available for inspection by the parents or guardians of the student.

Parents or guardians wishing to inspect instructional materials used as part of the educational curriculum for their child may schedule an appointment with the student's teacher at a mutually agreeable time. Parents/guardians wishing to challenge the appropriateness of any instructional materials shall follow the procedures outlined in Policy 5.6—CHALLENGE OF INSTRUCTIONAL/SUPPLEMENTAL MATERIALS.

In addition to all other inspection rights under this policy, the following shall be made available for inspection regardless of whether any of the listed items are offered as part of a sex education class or program or as part of any other class, activity, or program:

- a. Curricula;
- b. Materials;
- c. Tests;
- d. Surveys;
- e. Questionnaires;
- f. Activities; and
- g. Instruction of any kind.

Except when directly related to a requirement under the Arkansas academic standards; a District employee responding to questions posed by students during class regarding sex education, sexual orientation, or gender identity as it relates to a topic of instruction; or a District employee refers to the sexual orientation or gender identity of a historical person, group, or public figure when such information provides necessary context in relation to a topic of instruction, the District shall provide written notification to parents and legal guardians of their ability to exercise their rights under this policy to review items A-G above or to challenge and/or opt their student out of items under A-G above as permitted under Policy 5.6. The District's notification method shall ensure that the District receives a confirmation of the written notification receipt from parents and legal guardians.

The same notification requirements and opt out options as above for gender identity and sexual orientation shall apply to the sexual abuse and assault and human trafficking prevention education the District provides to students.

The rights provided to parents under this policy transfer to the student when he/she turns eighteen (18) years old.

Cross Reference: 5.6—CHALLENGE TO INSTRUCTIONAL/SUPPLEMENTAL MATERIALS

Legal References: 20 USC § 1232h  
A.C.A. § 6-16-155

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

## **5.6—Challenge of Instructional / Supplemental Materials**

### **Definitions**

"Curriculum" means: the sequences of public school student learning expectations, pacing, materials, and resources that are used to teach the Arkansas academic standards and the processes for evaluating mastery of the Arkansas academic standards at particular points in time throughout the kindergarten through grade twelve (K-12) educational program.

"Gender identity" means the same as is used in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which defines it as a category of social identity and refers to an individual's identification as male, female, or, occasionally, some category other than male or female.

"Instructional material" means instructional content that is provided to a public school student, regardless of its format, that includes without limitation printed or representational materials, audio-visual materials, and materials in electronic or digital format, such as materials accessible through the internet; however, Instructional material does not include academic tests or academic assessments.

"Sexual orientation" means an individual's actual or perceived orientation as heterosexual, homosexual, or bisexual.

Instructional and supplemental materials, including classroom events or activities associated with classroom instruction, are selected for their compatibility with the District's educational program and their ability to help fulfill the District's educational goals and objectives. Individuals wishing to challenge or express concerns about instructional or supplemental materials, including classroom events or activities associated with classroom instruction, may do so by filling out a *Challenge to Instructional Material* form available in the school's office.

The contesting individual may present a copy of the form to the principal and request a conference be held at a time of mutual convenience. Prior to the conference, the principal shall consult with the teacher regarding the contested material. In the conference, the principal shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.

Following the conclusion of the meeting, the principal shall have five (5) working days to submit a summary of the concerns expressed by the individual and the principal's response to those concerns to the Superintendent<sup>1</sup>.

If the contesting individual is not satisfied with the principal's response, the individual may, after the five (5) working day period, request a meeting with the Superintendent where the individual shall present the same *Challenge to Instructional Material* form previously presented to the principal. The Superintendent shall explain to the contesting individual the criteria used for the selection of the material and its relevancy to the educational program as well as any other pertinent information in support of the use of the material.<sup>2</sup>

Following the conclusion of the meeting, the Superintendent shall have five (5) working days to write a summary of the concerns expressed by the individual and the Superintendent's response to those concerns. The Superintendent shall create a file of his/her response along with a copy of the principal's response and a copy of the contesting individual's *Challenge to Instructional Material* form.

If, after meeting with the Superintendent, the contesting individual is not satisfied with the Superintendent's response regarding the appropriateness of the instructional or supplemental material, he/she may appeal the Superintendent's decision to the Board. The Superintendent shall present the contesting individual's *Challenge to Instructional Material* form to the Board at the next regularly scheduled meeting along with the written responses to the challenge. The Board may elect, if it so chooses, to hear brief verbal presentations from the parties involved in the challenge.

The Board shall decide at that meeting or their next regularly scheduled meeting whether to retain the material, limit the availability of the material, or remove the material from the school. The Board's primary consideration in reaching its decision shall be if the instructional and supplemental materials, including classroom events or activities associated with classroom instruction, are:

- Misleading;
- Factually inaccurate; or
- Otherwise inappropriate for the intended educational use.

In addition to the notification requirements under Policy 5.5 and all other challenge rights under this policy, parents and legal guardians may opt their students out of any of the following by submission of form 5.6F2 regardless of whether any of the listed items are offered as part of a sex education class or program or as part of any other class, activity, or program except when the item is directly related to a requirement under the Arkansas academic standards; a District employee is responding to questions posed by students during class regarding sex education, sexual orientation, or gender identity as it relates to a topic of instruction; or a District employee refers to the sexual orientation or gender identity of a historical person, group, or public figure when such information provides necessary context in relation to a topic of instruction:

- a. Curricula;
- b. Materials;
- c. Tests;
- d. Surveys;
- e. Questionnaires;
- f. Activities; and
- g. Instruction of any kind.

Students who are excused under this policy from participating in any or all portions of items A-G above shall not be penalized for grading purposes if the student satisfactorily performs alternative lessons related to health.

The same notification requirements and opt out options as above for gender identity and sexual orientation shall apply to the sexual abuse and assault and human trafficking prevention education the District provides to students.

The rights provided to parents under this policy transfer to the student when the student turns eighteen (18) years old.

Legal References: 20 USC 1232h  
A.C.A. § 6-16-155  
A.C.A. § 6-16-157

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

**5.6F—Request for Reconsideration of Instructional or Supplemental Materials**

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

Date submitted: level one \_\_\_\_\_ level two \_\_\_\_\_ level three \_\_\_\_\_

Instructional material, event, or activity being contested:

\_\_\_\_\_

Reasons for contesting the material, event, or activity (be specific):

\_\_\_\_\_  
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What is your proposed resolution?

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\_\_\_\_\_

Signature of receiving principal \_\_\_\_\_

Signature of curriculum coordinator \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date Adopted: November 17, 2008

Last Revised: June 21, 2021



The ultimate authority for the selection and retention of materials for the schools' media centers rests with the Board of Education, which shall serve as a final arbiter in resolving a challenge to any media center materials. Licensed media center personnel shall make the initial selections in consultation with school and district licensed staff. Materials selected shall be in accordance with the guidelines of this policy.

The purpose of the schools' libraries/media centers is to supplement and enrich the curriculum and instruction offered by the District. Promoting the dialogue characteristic of a healthy democracy necessitates the maintenance of a broad range of materials and information representing varied points of view on current and historical issues. In the selection of the materials and resources to be available in each library/media center consideration will be given to their age appropriateness. Materials should be available to challenge the different interests, learning styles, and reading levels of the school's students and that will help them attain the District's educational goals.

### **Selection Criteria**

The criteria used in the selection of media center materials shall be that the materials:

- a) Support and enhance the curricular and educational goals of the district;
- b) Are appropriate for the ages, learning styles, interests, and maturity of the schools' students, or parents in the case of parenting literature;
- c) Contribute to the examination of issues from varying points of view and help to broaden students understanding of their rights and responsibilities in our society;
- d) Help develop critical thinking skills;
- e) Are factually and/or historically accurate, in the case of non-fiction works and/or serve a pedagogical purpose;
- f) Have literary merit as perceived by the educational community; and
- g) Are technically well produced, physically sound (to the extent appropriate), and represent a reasonably sound economic value.

### **Retention and Continuous Evaluation**

Media center materials shall be reviewed regularly to ensure the continued appropriateness of the center's collection to the school's curriculum and to maintain the collection in good repair. Those materials no longer meeting the selection criteria, have not been used for a long period of time, or are too worn to be economically repaired shall be withdrawn from the collection and disposed of. A record of withdrawn media materials including the manner of their disposal shall be maintained for a period of three (3) years.

### **Gifts**

Gifts to the media centers shall be evaluated to determine their appropriateness before they are placed in any media center. The evaluation shall use the same criteria as for all other materials considered for inclusion in the media centers. Any items determined to be unacceptable shall be returned to the donor or disposed of at the discretion of the media specialist. The media centers shall have a list of desired items to give to prospective donors to aid them in their selection of materials to donate.

### **Challenges:**

The parent, legal guardian, person having lawful control of a student, or person acting in loco parentis of a student affected by a media selection, or a District employee may formally challenge the appropriateness of a media center selection by following the procedure outlined in this policy. The challenged material shall remain available throughout the challenge process.

Before any formal challenge can be filed, the individual contesting (hereinafter complainant) the appropriateness of the specified item shall request a conference through the principal's office with a licensed media center employee. The complainant shall be given a copy of this policy and the *Request for Formal*



*Reconsideration Form* prior to the conference. The meeting shall take place at the earliest possible time of mutual convenience, but in no case later than five (5) working days from the date of the request unless it is by the choice of the complainant.

In the meeting, the media specialist shall explain the selection criteria and how the challenged material fits the criteria. The complainant shall explain the complainant's reasons for objecting to the selected material. If, at the completion of the meeting, the complainant wishes to make a formal challenge to the selected material, the complainant may do so by completing the *Request for Formal Reconsideration Form* and submitting it to the principal's office.

To review the contested media, the principal shall select a committee of five (5) or seven (7) licensed personnel consisting of the principal as chair and at least one media specialist. The remaining committee members shall be licensed personnel with curriculum knowledge appropriate for the material being contested and representative of diverse viewpoints. The task of the committee shall be to determine if the challenged material meets the criteria of selection. No material shall be withdrawn solely for the viewpoints expressed within it and shall be reviewed in its entirety and not selected portions taken out of context.

The principal shall convene a meeting after a reasonable time for the committee members to adequately review the contested material and the *Request for Formal Reconsideration Form* submitted by the complainant. All meetings of the committee shall be open to the public. The complainant shall be allowed to present the complaint to the committee after which time the committee shall meet to discuss the material. The committee shall vote to determine whether the contested material shall be relocated within the media center's collection to an area that is not accessible to minors. A member from the voting majority shall write a summary of the reasons for their decision. A notice of the committee's decision and the summary shall be given (by hand or certified mail) to the complainant.

If the decision is to not relocate the material, the complainant may appeal the committee's decision to the district Board of Directors by filing a written appeal to the Superintendent within five (5) working days of the committee's decision or of written receipt of the decision. The Superintendent shall present the original complaint and the committee's decision along with the summary of its reasons for its position plus a recommendation of the administration, if so desired, to the Board within fifteen (15) days of the committee's decision. The Board shall review the material submitted to them by the Superintendent and make a decision within thirty (30) days of receipt of the information. The Board's decision is final.

Legal Reference: A.C.A. § 6-25-101 et seq.

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **5.7F—Request For Reconsideration of Library / Media Center Materials**

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

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

Media Center material being contested:

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

Reasons for contesting the material. (Be specific about why you believe the material does not meet the selection criteria listed in policy 5.7—Selection of Library/Media Center Materials):

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What is your proposed resolution?

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Signature of receiving principal \_\_\_\_\_

Signature of Superintendent (if appealed) \_\_\_\_\_

Date Adopted: November 17, 2008

Last Revised:

## **5.8—Use of Copyrighted Materials**

### **Use of Copyrighted Work in Face-to-Face Classroom**

The Board of Education encourages the enrichment of the instructional program through the proper use of supplementary materials. To help ensure the appropriate use of copyrighted materials, the Superintendent, or his designee, will provide district personnel with information regarding the “fair use” doctrine of the U.S. Copyright Code as detailed in the “Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with Respect to Books and Periodicals” and “Guidelines for Educational Uses of Music.”

### **Use of Copyrighted Works in Digital Transmissions**

#### **Definitions**

“Class session” means the length of time provided for students to access the materials necessary for the completion of course assignments and tests. Depending on the copyrighted work’s overall importance to the course, which can vary from a single assignment to an entire course focusing on the copyrighted work, the class session will end on:

- The date set by the teacher for an assignment to be submitted; or
- The date on the school calendar for the end of classes.

“Course packs” are premade compilations of book excerpts; newspaper, magazine, and journal articles; and instructor-authored materials.

"Mediated Instructional activities" includes textbooks, workbooks, and course packs.

"Transmission" is the remote accessing, whether on or off campus, by students of a copyrighted work by means of a closed circuit television, an educational television channel, or in a digital format on a password protected secure webpage.

The District recognizes that advances in technology have resulted in the need for guidelines for the use of copyrighted materials that are transmitted to students through a digital network. While the requirements to use a copyrighted work in a digital transmission have many similarities to those required to use a copyrighted work in a face-to-face classroom, Federal law places several additional requirements on the District's teachers, IT staff, and librarians for the use of a digitally transmitted copyrighted work. The District is dedicated to providing the tools necessary for teachers, IT staff, and librarians to meet these additional Federal requirements.

The District shall make sure the server where materials are stored is secured, whether the server is located locally or remotely.

The District's Informational Technologies staff shall develop the proper protocols and train teachers on their use in order to ensure:

1. The transmission of the copyrighted work is limited to only the students enrolled in the course;
  - Each student shall have a unique ID and password for accessing digital courses/materials; or
  - Each course shall have a unique password to access course materials; and
  - The password to access the course materials shall be changed immediately following the close of the course.
2. To prevent students from retaining or further disseminating the copyrighted work for more than one class session;
  - The print function will be disabled;
  - A transparency shall be placed over any literary work, sheet music, or photograph;
  - Audio and video transmissions will be set to be streamed; and
  - The link to the webpage with a copyrighted work shall be deactivated at the end of the applicable class session.

Teachers who wish to provide copyrighted works to students through a digital transmission as part of a digital course as well as teachers wishing to supplement a face-to-face classroom course with a digital transmission must meet applicable copyright statutes and policy 5.11—DIGITAL LEARNING COURSES as well as the following requirements in order to use a copyrighted work:

- A. The use of the copyrighted work(s), whether in whole or in part, must be a part of regular classroom instruction and must be directly related and of material assistance to the course content;
- B. The extent of a copyrighted work that is used must comply with one or more of the following criteria:
  - The entirety of a non-dramatic literary or musical work may be used. A non-dramatic literary work includes poems and short stories. A non-dramatic musical work covers all music that is not part of an opera or musical and does not cover the use of the music video format of a song.
  - Dramatic literary and musical works as well as videos may only be used in limited portions. Dramatic literary and musical works may only be used in the same amount as set forth in the requirements for a face-to-face classroom while videos, including music videos, may only have the portion used that is directly related to the subject of the class session and may not be transmitted in their entirety.
  - Still images or slides that a teacher would have used in the ordinary course of a face-to-face classroom session on a projector or a transparency may be used in a transmission.
  - Works primarily produced or marketed for use in the digital education market may not be transmitted.
  - Works the teacher had knowledge or reasonably believes to be unlawfully made or acquired may not be used.

- Mediated Instructional activities may not be transmitted.
- C. A statement that works may be subject to copyright shall be placed in at least one of the following areas to provide notice to students of copyright status:
- Course syllabus;
  - Home webpage for the course;
  - Webpage for the particular class session; and/or
  - Webpage with the copyrighted work.

The teacher and the District librarian shall work together when making digital copies of copyrighted work from physical or analog versions and shall fulfill the following requirements:

- I. The amount converted is only the amount allowed by law; **and**
- II. The District has no digital copy of the copyrighted work available; **or**
- III. The District's digital copy of the copyrighted work that is available has technological protections that prevent the use of the copyrighted work in the manner prescribed by law.

The District will not be responsible for any employee violations of the use of copyrighted materials.

Date Adopted: November 17, 2008

Last Revised: May 24, 2021

## **5.9—Computer Software Copyright**

The District shall observe copyright laws governing computer software reproduction. Unless specifically allowed by the software purchase agreement, the Copyright Act allows the purchaser of software to:

1. Make one copy of software for archival purposes in case the original is destroyed or damaged through mechanical failure of a computer. However, if the original is sold or given away, the archival copy must be destroyed;
2. Make necessary adaptations to use the program; and/or
3. Add features to the program for specific applications. These improvements may not be sold or given away without the copyright owner's permission.

The District shall abide by applicable licensing agreements before using computer software on local-area or wide-area networks.

Legal Reference: 17 USC § 117 (Amended Dec. 12, 1980)

Date Adopted: November 17, 2008

Last Revised:

## **5.10—Religion in the Schools**

The First Amendment of the Constitution states that “Congress shall make no law respecting the establishment of religion, or prohibiting the free exercise thereof...” As the Supreme Court has stated (*Abington School District v. Schempp*, 374 U.S. 203) the Amendment thus, “embraces two concepts—freedom to believe and freedom to act. The first is absolute but, in the nature of things, the second cannot be.” Therefore, it is the Board's policy that the school system, as an agency of the government, shall be neutral in matters regarding religion and will not engage in any activity that either advocates or disparages religion. The District shall assume no role or responsibility for the religious training of any student.

The need for neutrality does not diminish our school system's educational responsibility to address the historical role of religion in the development of our culture. Since we live in a diverse society, the District's goal shall be to address the subject of religion objectively in such a way that it promotes an understanding of, and tolerance for, each other's religious or non-religious views.

Discussions concerning religious concepts, practices, or disciplines are permissible when presented in a secular context in their relation to an inclusive study of religion or to the study of a particular region or country. The discussions shall be such that they are objective and academically informational and do not advocate nor denigrate any particular form of religious practice

Accommodation will be considered for those portions of instructional activities in the schools that unduly burden a student's sincere religious belief provided such accommodation doesn't amount to a significant change in curriculum, program, or course of instruction and when it is possible that a substitution of equally rigorous material that advances the same instructional goals can be arranged. Parents and students are advised that such accommodations are easier to grant when the objection is to non-state mandated Framework material than if the material is required by the Frameworks.

A student or the student's parent can request the student's teacher accommodate the student's objection based on a religious belief to an instructional activity. Any such request must be made at least 25 school days prior to the assignment's due date. Any objection must be raised in accordance with this policy's requirements or it will not be considered.

Upon receiving such a request, the student's teacher shall determine within five (5) work days if an accommodation is possible under the provisions of this policy. If the teacher decides to be unreasonable, the student or the student's parent may request a conference with the teacher and the teacher's principal. A requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The principal shall have five (5) working days in which to make a decision on the appeal. If the student, the student's parent, or the teacher is unsatisfied with the principal's decision, it may be appealed to the District Superintendent who shall convene a conference between the student, the parent and the teacher. The requested conference will occur at a time of mutual convenience, but no later than five (5) working days following the request. The Superintendent shall have five (5) working days in which to make a decision on the appeal which shall be final with no further right of appeal.

The teacher in charge of each classroom may, at the opening of school each day, conduct a brief period of silence with the participation of all students in the classroom who desire to participate.\*

Students and employees may engage in personal religious practices, such as prayer, at any time, and shall do so in a manner and at a time so that the educational process is not disrupted.

Legal Reference: A.C.A. § 6-10-115

Date Adopted: November 17, 2008

Last Revised: May 21, 2012

## 5.11—Digital Learning Courses

### Definitions

For the purposes of this policy:

“Blended Learning” is education in which instruction and content are delivered through supervised instruction in a classroom and online delivery of instruction with some element of student control over time, place, path, or pace.

“Digital Learning” means a digital technology or internet-based educational delivery model that does not rely exclusively on compressed interactive video (CIV). Digital learning includes online and blended learning.

“Instructional Materials” means:

1. Traditional books, textbooks, and trade books in printed and bound form;
2. Activity-oriented programs that may include:
  - a. Manipulatives;
  - b. Hand-held calculators;
  - c. Other hands-on materials; and
3. Technology-based materials that require the use of electronic equipment in order to be used in the learning process.

“Online Learning” is education in which instruction and content are delivered primarily over the Internet. The term does not include print-based correspondence education, broadcast television or radio, videocassettes, compact disks and stand-alone educational software programs that do not have a significant Internet-based instructional component.

“Public School Student Accessing Courses at a Distance” means a student who is scheduled for a full course load through the District and attends all classes virtually.

### Digital Course Offerings

The District shall offer one or more digital learning course(s) through one or more District approved provider(s) as either a primary or supplementary method of instruction. The courses may be in a blended learning, online-based, or other technology-based format and shall be tailored to meet the needs of each student.

All digitally offered courses shall meet or exceed the State Board of Education's curriculum standards and requirements and be capable of being assessed and measured through standardized or local assessments. Additionally, the District shall ensure there is sufficient infrastructure to handle and facilitate a quality digital learning environment.

The District shall annually determine what District created digital learning courses it will provide to our students.<sup>1</sup> The District may also choose to provide digital learning courses by contracting with outside providers of such courses, who have been pre-approved as part of the Arkansas Course Choice Program by the Division of Elementary and Secondary Education (DESE). The School Board shall determine the provider method or combination of methods for the District. The Superintendent shall ensure that all digital learning courses provided to District students, regardless of the source of the course, have been approved by DESE.

District created digital courses and any digital courses the district purchases from outside providers shall adhere to the guidelines for the use of digitally transmitted copyrighted materials set forth in Policy 5.8—USE OF COPYRIGHTED MATERIALS as well as applicable statutory requirements.

The District shall require all outside providers to incorporate Policy 5.8 as a condition of the service contract. Failure of the outside provider to abide by Policy 5.8 shall constitute a breach of contract and the outside provider shall be responsible for any costs resulting from such breach.

A student may elect to take any scheduled courses digitally if offered digitally by the District or, if applicable, through the Arkansas Course Choice Program. The student's attendance in the student's digital course(s) shall be determined in accordance with Policy 4.7—ABSENCES.<sup>2</sup>

The District is responsible for providing all instructional materials for each student who enrolls in a District approved digital learning course.<sup>3</sup>

Except as required by Policy 5.19, the District may restrict a student's access to digital courses when the student's building principal determines the student's participation in such a course would not be academically appropriate based on the student's past performance in digital courses. Furthermore, the student's building principal may revoke a student's eligibility to continue taking a digital learning course if the student's performance during the semester indicates the student is not succeeding in the course.<sup>4</sup>

Cross References: 4.7—ABSENCES  
4.45—SMART CORE CURRICULUM AND GRADUATION REQUIREMENTS  
5.8—USE OF COPYRIGHTED MATERIALS  
5.19—ARKANSAS COURSE CHOICE PROGRAM

Legal References: A.C.A. § 6-16-1401 et seq.  
A.C.A. § 6-16-1701 et seq.  
A.C.A. § 6-18-213  
A.C.A. § 6-18-222  
A.C.A. § 6-28-109  
DESE RULES GOVERNING DISTANCE AND DIGITAL LEARNING

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **5.12—Computer Science Internships and Independent Studies Internships**

The Board of Directors believes that students who intend to begin careers immediately upon high school graduation or intend to complete post-secondary training prior to starting a career can benefit from an internship experience. The desired outcomes of the District's internship program include students advancing computer science skills, sharpening soft-skills, and learning new skills while in a workplace environment. The internship program provides intense, competency-based worksite immersion in advanced computer science concepts while linking the internship participants to current resources, information, and guidance from computing professionals.<sup>1</sup>

Students who wish to participate in the internship program shall submit an application to the JAG Teacher<sup>2</sup>. In order for a student to be eligible to participate in the internship program, the student must have:

1. Received enough credits to qualify as a junior;
2. Either:

- Have at least one (1) credit from a Division of Elementary and Secondary Education (DESE) approved computer science course; or
  - Submit computer science work product that satisfactorily demonstrates the competencies expected within the DESE Computer Science Standards to JAG Teacher<sup>2</sup>; and
3. At least a 2.0<sup>3</sup> GPA.

The student participating in an internship program is responsible for making sure the JAG Teacher<sup>2</sup> receives documentation authenticated by the student's supervisor of the hours worked by the student, proof of the student having completed projects, and regular evaluations of the student's work by the student's internship supervisor.

A student who completes a computer science internship shall receive credit for the internship as a Computer Science Flex Credit<sup>4</sup> based on the amount of documented on-the-job work hours as follows:

- a. Half (1/2) credit for completing sixty (60) on-the-job work hours; or
- b. One (1) credit for completing one hundred twenty (120) on-the-job work hours.

### **Independent Studies**

A Computer Science Independent Study Program shall be designed to enrich the student's computer science educational experience. A student who desires to complete an independent study shall:

1. Either:
2. Have at least one (1) credit from a DESE approved computer science course; or
3. Submit computer science work product that satisfactorily demonstrates the competencies expected within the DESE Computer Science Standards to a local advisor<sup>5</sup>;
4. Develop an educational plan that is tied directly to extending the computer science concepts found within:
  - The most current revision of the Arkansas High School Computer Science Standards;
  - College Board AP Computer Science Principles or A; and/or
  - IB Computer Science SL or HL;
5. Submit the study plan to a local advisor<sup>5</sup> for approval;
6. Have at least a 2.0<sup>3</sup> GPA; and
7. Produce a final product for presentation.

The advisor<sup>5</sup> is responsible for reviewing, monitoring, and approving the student's study plan. The study plan should include anticipated objectives that allow the advisor to evaluate the student's study progress. The student is responsible for submitting regular written reports to the advisor<sup>5</sup> concerning the student's progress towards the student's independent study goals.

The student's hours of study shall be documented by the most appropriate of the following methods:<sup>6</sup>

- Being assigned a class period during the instructional day that is dedicated to the student's independent study;
- Using the District's system to track student time for digital courses if the student's attendance and assignments are through a digital classroom; and
- Using another hour tracking system approved by the district Superintendent that provides for accurate tracking of hours and provides safeguards against improper reporting by the student.

A student who completes a computer science independent study shall receive credit for the independent study as a Computer Science Flex Credit<sup>4</sup> based on the amount of documented study hours as follows:

- a. Half (1/2) credit for completing sixty (60) study hours; or
- b. One (1) credit for completing one hundred twenty (120) study hours.



Legal References: Arkansas Computer Science Standards for Grades 9-12 Internship Program  
Arkansas Computer Science Standards for Grades 9-12 Independent Study

Date Adopted: September 26, 2016

Last Revised: June 24, 2019

### **5.13—Student intervention Services and Summer School**

The Ouachita River School District shall offer intervention programs during the school year to those students in kindergarten through twelfth grade (K-12) not performing at grade level. Summer school will only be offered when funds are available.

Legal References: A.C.A. § 6-16-704

A.C.A. § 6-16-705

A.C.A. § 6-16-706

#### **Local Policy**

Date Adopted: November 17, 2008

Last Revised: April 27, 2020

### **5.14—Homework**

Homework is considered to be part of the educational program of the District. Assignments shall be an extension of the teaching/learning experience that promotes the student's educational development. As an extension of the classroom, homework must be planned and organized and should be viewed by the students as purposeful.

Teachers should be aware of the potential problem students may have completing assignments from multiple teachers and vary the amount of homework they give from day to day.

Parents shall be notified of this policy at the beginning of each school year.

Date Adopted: November 17, 2008

Last Revised: June 25, 2018

### **5.15—Grading**

Parents, legal guardians, persons having lawful control of a student, or persons standing in loco parentis shall be kept informed concerning the progress of their student. Parent-teacher conferences are encouraged and may be requested by parents, guardians, persons having lawful control of a student, persons standing in loco parentis, or teachers. If the progress of a student is unsatisfactory in a subject, the teacher shall attempt to schedule a parent-teacher conference. In the conference, the teacher shall explain the reasons for difficulties and shall develop, cooperatively with the parents, a plan for remediation, which may enhance the probability of the student succeeding. The school shall also send timely progress reports and issue grades for each nine (9) week grading period<sup>1</sup> to keep parents/guardians informed of their student's progress.

The evaluation of each student's performance on a regular basis serves to give the parents/guardians, students, and the school necessary information to help effect academic improvement. Students' grades shall reflect only the extent to which a student has achieved the expressed educational objectives of the course.

The grades of a child in foster care shall not be lowered due to an absence from school due to:

- (1) A change in the child's school enrollment;
- (2) The child's attendance at a dependency-neglect court proceeding; or
- (3) The child's attendance at court-ordered counseling or treatment.

The grading scale for 1-12 grades in the district shall be as follows. Grade reports for kindergarten may be represented in the form of a skills check list.

A = 100 – 90

B = 89 – 80

C = 79 – 70

D = 69-60

F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be

A = 4 points

B = 3 points

C = 2 points

D = 1 point

F = 0 points

The grade point values for Advanced Placement (AP), approved courses for weighted credit, International Baccalaureate (IB), and approved honor courses shall be one (1) point greater than for regular courses with the exception that an F shall still be worth zero (0) points.

The final grades of students who transfer in for part of a semester will be determined by blending the grades earned in the district with those earned outside the district. Each final grade will be calculated by taking the percent in weeks earned outside the district and combining that with the percent in weeks earned inside the district. For example: If a student earned a 70% in 3 weeks outside the district while earning an 85% in 6 weeks in the district, the average for the 9 weeks period would be an 80%.  $(3 \times 70) + (6 \times 85)$  divided by 9 = 80%

Legal References: A.C.A. § 6-15-902  
A.C.A. § 9-28-113(f)  
Standards For Accreditation 5-A.1  
Division of Elementary and Secondary Education Rules Governing Grading and Course Credit

#### Local Policy

Date Adopted: November 17, 2008

Last Revised: June 22, 2020

## 5.16—Computer Science Course Prerequisites and Progression Traditional Progression

A student who has not previously received a computer science credit may elect to take an introductory level computer science course. A student who passes a computer science course level is eligible to take the next level computer science course in the same computer science course emphasis.

### **Alternative Progression**

A student who does not have credit for any computer science course, the introductory level computer science course for the particular computer science emphasis, or the preceding level course for the computer science emphasis may be placed in a computer science course based on any combination of the following factors:<sup>1</sup>

- The student's grade point average;
- Recommendation from the student's teacher(s);
- Completion of computer science internships or independent studies;
- Demonstration of previous computer science work by the student; or
- Proficiency report from a computer science proficiency evaluation tool.<sup>2</sup>

Cross Reference: 5.12—COMPUTER SCIENCE INTERNSHIPS AND INDEPENDENT STUDIES

Legal References: Arkansas Computer Science Standards for Grades 9-12  
Commissioner's Memo COM-17-051  
Commissioner's Memo COM-19-050

Date Adopted: January 23, 2017

Last Revised: June 24, 2019

## **5.17—Honor Roll, Honor Graduates, Valedictorian, and Salutatorian**

### **HONOR ROLL**

1. Students in grades 3-6 who maintain all A's for the grading period will be recognized as an "A" honor roll students for that grading period. Students in grades 3-6 who maintain all A's and B's for the grading period will be recognized as A/B honor roll students for that grading period. Semester grades will determine the honor roll at the end of each semester.

2. Students in grades 7-12 who maintain all A's for the grading period will be recognized as an "A" honor roll students for that grading period. Students in grades 7-12 who maintain all A's and B's for the grading period will be recognized as A/B honor roll students for that grading period. Semester grades will determine the honor roll at the end of each semester.

### **HONOR GRADUATES:** Eligibility

3. Students must meet ORSD honor curriculum and minimum cumulative GPA, be a full time student, attend and receive grades from an ORSD High School for a minimum of the last two semesters of their high school career to be an honor graduate.

4. Students must successfully complete the following curriculum and maintain a cumulative GPA of 3.25 to be considered an honor graduate:

A. English: 4 CREDITS from the following courses:

1 - English 9

- 1 - English 10
- 1 - English 11 or AP English Language & Composition or English Composition I
- 1 - English 12 or Transitional English 12 or AP Literature & Composition or English Composition I or English Composition II

**B. Mathematics: 4 CREDITS from the following courses:**

- 1 - Algebra I
- 1 - Geometry
- 1 - Algebra II
- 1 - Algebra III or Pre-Calculus or Statistics or College Algebra or Trigonometry or AP Calculus or AP Statistics

**C. Science: 3 CREDITS from the following courses:**

- 1 - Physical Science or AP Environmental Science
- 1 - Biology or AP Biology
- 1 - Chemistry or Physics

**D. Social Studies: 3 CREDITS from the following courses:**

- .5 - Civics or American National Government (AR Civics requirement) or AP Civics
- 1 - World History
- .5 - Economics or Economics w/Personal Finance
- 1 - US History or American History or AP US History

**E. Foreign Language: 2 CREDITS **OR** meet Arkansas Academic Challenge (AAC) Scholarship requirements.**

If foreign language is required for AAC, must be two credits from the same foreign language.

**F. Advanced Placement (AP), International Baccalaureate Program and/or concurrent credit courses, which includes UARM Career Center courses:**

Minimum of ONE of the following criteria:

- Two (2) CREDITS from AP courses (may or may not be listed in honors curriculum)
- Four (4) concurrent credit courses (may or may not be listed in honors curriculum)
- One (1) AP course AND two (2) concurrent credit courses (may or may not be listed in honors curriculum and may include UARM Career Center courses).

**5.** Any parent or guardian who does not want to have their student identified as an honor graduate shall submit a written request to the principal of the school requesting that the student not be identified. A student 18 years old or older who does not want to be identified as an honor graduate shall submit a written request to the principal of the school requesting to not be identified.

**VALEDICTORIAN AND SALUTATORIAN**

Eligibility:

**6.** Students must meet ORSD honor curriculum and minimum cumulative GPA, be a full time student, attend and receive grades from an ORSD High School for a minimum of the last two years (four semesters) of their high school career to be eligible for valedictorian and salutatorian.

**7.** The GPA calculated at the completion of the second semester of the senior year will be used to determine the Valedictorian and Salutatorian and the final class rank.

8. The graduate with the highest GPA, successfully completing ORSD Honor Graduates Curriculum, enrolled in public school for grades 9-12 and attended ORSD for minimum of last two years full time inclusively shall be Valedictorian of graduating class.
9. The graduate with the second highest GPA, successfully completing ORSD Honor Graduates Curriculum, enrolled in public school for grades 9-12 and attended ORSD for minimum of last two years full time inclusively shall be Salutatorian of graduating class.
10. If there are no honor graduates in a given graduation class, the students earning the 2 highest GPA's will be the Valedictorian and Salutatorian respectively\*.

\*If there are no honor graduates, students completing the Honor Graduate Curriculum but have less than 3.25 GPA will be considered for Valedictorian and Salutatorian before students who have not completed the Honor Graduate Curriculum.

- Legal References:
- A.C.A. § 6-18-101 (a) (1)
  - A.C.A. § 6-18-101 (a) (2)
  - A.C.A. § 6-18-101 (b)
  - A.C.A. § 6-18-101(e)
  - A.C.A. § 6-61-217(a)

**Local Policy**

Date Adopted: November 17, 2008  
 Last Revised: June 26, 2023

**5.17F— Honor Roll and Graduate Opt Out Form**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to having the student named below publicly identified as an honor roll or honor graduate student.

\_\_\_\_\_  
 Name of student (Printed)

\_\_\_\_\_  
 Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
 Date form was filed (To be filled in by office personnel)

**5.18—Health Services**

The Board believes that healthy children promote a better learning environment, are more capable of high student achievement, and will result in healthier, more productive adults. Therefore, the goal of the District's health services is to promote a healthy student body. This requires both the education of students concerning healthy behaviors, as well as providing health care services to pupils.

The District shall develop an age-appropriate seizure education program for the District's students consistent with training programs and guidelines developed by the Epilepsy Foundation of America.

While the school nurse is under the supervision of the school principal, the delegation of health care duties shall be in accordance with the Arkansas Nurse Practice Act and the Arkansas State Board of Nursing Rules Chapter Five: Delegation of Nursing Care.

Annually, the information reported in the Division of Elementary and Secondary Education Health Services Survey shall be provided to the Board.

Legal References: A.C.A. § 6-18-709  
A.C.A. § 6-18-720

Date Adopted: November 17, 2008  
Last Revised: June 21, 2021

## **5.19—Arkansas Course Choice Program**

District students are eligible to take courses through the Arkansas Course Choice Program (ACCP) if the student is:

- Seeking to take a course not offered by the District; or
- Attending a District school that received a school letter grade of C, D, or F.<sup>1</sup>

The ACCP course catalog shall be made available to all students during student course selection.<sup>2</sup> The District shall not actively discourage, intimidate, or threaten a student during course selection to not take a course through the ACCP.

A student attending courses through the ACCP shall enroll in at least one (1) course at the District, which may be either in person or a digital course offered by the District.

A District student attending courses through the ACCP is entitled to the following services as if the student were attending courses at the District:

1. Required assessments, including without limitation:
  - a. Statewide assessments;
  - b. Advanced Placement; and
  - c. International Baccalaureate,
2. Participation in extracurricular or co-curricular activities; and
3. Special education services pursuant to the student's individualized education program.

Credits earned through the ACCP shall appear on a student's official transcript and count fully towards the student's graduation requirements.

Cross Reference: 5.11—DIGITAL LEARNING COURSES

Date Adopted : May 22, 2023

Last Revised :

**5.19.1 Deleted** April 21, 2014 (moved to 4.56.1)

**5.19.2 Deleted** April 21, 2014 (moved to 4.56.2)

**5.19.2F Deleted** April 21, 2014

## **5.20—District Web Site**

The Ouachita River School District shall maintain a web page to provide information about its schools, students, and activities to the community. This policy is adopted to promote continuity between the different pages on the district website by establishing guidelines for their construction and operation.

The Ouachita River School District website shall be used for educational purposes only. It shall not create either a public or a limited public forum. Any link from any page on the District's site may only be to another educational site.<sup>1</sup> The website shall not use "cookies" to collect or retain identifying information about visitors to its website nor shall any such information be given to "third parties." Any data collected shall be used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.<sup>2</sup>

Each school's web page shall be under the supervision of the school's Web Master and the District's website shall be under the supervision of the District's Web Master. They shall have the responsibility for ensuring that web pages meet appropriate levels of academic standards and are in compliance with these guidelines and any additional administrative regulations. To this end, the District and School Web Masters shall have the authority to review and edit any proposed changes to web pages to ensure their compliance with this policy. All such editing shall be viewpoint neutral.

District and school web pages shall also conform to the following guidelines:

- H. All pages on the District's website may contain advertising and links only to educational sources.
- I. The District's home page shall contain links to existing individual school's web pages and the school home pages shall link back to the District's home page. The District's home page may also include links to educational extracurricular organization's web pages, which shall also link back to the District's home page.
- J. Photos along with the student's name shall only be posted on web pages after receiving written permission from the student's parents or the student if the student is over the age of eighteen (18).<sup>3</sup>
- K. The District's web server shall host the Ouachita River School District's website.<sup>4</sup>
- L. No web page on the District website may contain public message boards or chat rooms.
- M. All web pages on the District website shall be constructed to download in a reasonable length of time.
- N. The District's home page shall contain a link to a privacy policy notice, which must be placed in a clear and prominent place and manner.<sup>5</sup>
- O. With the exception of students who may retain the copyright of material they have created that is displayed on a District web page, all materials displayed on the District web site are owned by the District.
- P. The District shall include the following information on its website through a link located on the District's homepage titled "State Required Information":<sup>6</sup>
  - a. Local and state revenue sources;
  - b. Administrator and teacher salary and benefit expenditure data;

- c. District balances, including legal balances and building fund balances;
- d. Minutes of regular and special meetings of the school board;
- e. The district's budget for the ensuing year;
- f. A financial breakdown of monthly expenditures of the district;
- g. The salary schedule for all employees including extended contract and supplementary pay amounts;
- h. Current contract information (not including social security numbers, telephone numbers, personal addresses or signatures) for all district employees;
- i. The district's annual budget;
- j. The annual statistical report of the district;
- k. The district's personnel policies;
- l. The annual School Performance Report;<sup>7</sup>
- m. School-Level Improvement Plans;<sup>8</sup>
- n. The School District Support Plan;<sup>8</sup>
- o. Student discipline policies;
- p. Comprehensive School Counseling Plan;
- q. The District financial policies;
- r. Student handbooks;<sup>9</sup>
- s. The Annual Report to the Public;
- t. The parent, family, and community engagement plan;
- u. The Immunization waiver report from Policy 4.57—IMMUNIZATIONS;
- v. School District Calendar;
- w. List of statutory, rule, or Standards for Accreditation waivers the District has received under A.C.A. § 6-15-103;
- x. The District's Teacher and Administrator Recruitment and Retention Plan;
- y. The total amount of State funds used for teacher salaries;

The information and data required for items A through K in 9 above shall be the actual data for the previous two (2) school-years and the projected data for the current school-year.

Before July 15 of each year, the District shall post on its website the following information:<sup>10</sup>

- The dyslexia intervention programs used during the previous school year that were specifically responsive to assisting students with dyslexia;
- The number of students during the previous school year who received dyslexia intervention; and
- The total number of students identified with dyslexia during the previous school year.

If the District's reading curriculum is not taken from the DESE list of approved curricula, the District shall post the reading curriculum the District uses and a statement that the curriculum is not on the list of DESE approved curricula.

The District shall include the following information on its website that may be accessed through a link located on the District's homepage titled "Title IX/Sex Discrimination":<sup>11</sup>

- Contact information for the District's Title IX Coordinator;
- A statement that any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment;
- Copies of the District's sexual harassment policies;
- Copies of the District's Procedures governing the grievance and appeal process;
- The process for filing a formal complaint of sexual harassment; and



- Direct links to or copies of the materials used to train the District's Title IX Coordinators, investigators, and decision-makers.

The District and school webmasters are responsible for ensuring all District webpages meet required standards to be accessible to individuals with disabilities.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
4.27—STUDENT SEXUAL HARASSMENT  
4.57—IMMUNIZATIONS  
5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT  
5.3—CURRICULUM DEVELOPMENT  
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: A.C.A. § 6-11-129  
A.C.A. § 6-15-1402  
A.C.A. § 6-15-2006  
A.C.A. § 6-15-2101  
A.C.A. § 6-15-2914  
A.C.A. § 6-17-429  
A.C.A. § 6-17-2403  
A.C.A. § 6-17-1901  
A.C.A. § 6-18-702  
A.C.A. § 6-18-2001 et seq.  
A.C.A. § 6-41-606  
A.C.A. § 6-41-611  
DESE Rules Governing How to Meet the Needs of Children With Dyslexia  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
DESE Rules Governing Act 1240 Waivers  
DESE Rules Governing Documents Posted to School District and Education Service  
Cooperative Websites  
Standards For Accreditation 12.02.1, 1-B.2, 2-B.1, 2-H.2, 3-A.1, 3-A.2, 3-A.9, 3-B.1,  
3-B.2.1, 5-A.1  
20 U.S.C. § 1232 g  
15 U.S.C. § 6501 (COPPA)  
34 C.F.R. § 106.8  
34 C.F.R. § 106.45

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

### **5.20 F1—Permission to Display Photo of Student on Web Site**

I hereby grant permission to the Ouachita River School District to display the photograph or video clip of me/my student (if student is under the age of eighteen {18}) on the District's web site, including any page on the site, or in other District publications without further notice. I also grant the Ouachita River School District the right to edit the photograph or video clip at its discretion.

The student's name may be used in conjunction with the photograph or video clip. It is understood, however, that once the photograph or video clip is displayed on a web site, the District has no control over how the photograph or video clip is used or misused by persons with computers accessing the District's web site.

---

Name of student (Printed)

---

Signature of student (only necessary if student is over 18)

---

Signature of parent (required if student is under 18)

---

Date

### **5.20.1—Web Site Privacy Policy**

The Ouachita River School District operates and maintains a web site for the purpose of informing the citizens of the district about its activities. The web site does not use "cookies" or ISP addresses to collect or retain personally identifying information about visitors to its web site nor is any such information given to "third parties." Any data collected is used solely for the purpose of monitoring site activity to help the district improve the usefulness of the site to its visitors.

The site serves no commercial purpose and does not collect any information from individuals for such purpose.

Photographs of students shall not be displayed on any page of the district's web site without the prior written consent of the parent (or the student if 18 or older).

The site provides for email communication between the District and individuals for the purpose of exchanging information regarding the District and its activities or between teachers and their students. The site may also provide for password protected communication between the District and its staff.

Legal References: DESE Rules Governing Grading and Course Credit  
A.C.A. § 6-15-902

A.C.A. § 6-16-806

Date Adopted: November 17, 2008

Last Revised:

### **5.21—Advanced Placement, International Baccalaureate, and Honors Courses**

St Students in grades 7-12 who take advanced placement (AP) courses; International Baccalaureate (IB) courses; honors or concurrent credit college courses;<sup>1</sup> or other courses approved for weighted credit by the Division of Elementary and Secondary Education (DESE) or the Division of Career and Technical Education (DCTE) shall be graded according to the following schedule:

A = 100 – 90

B = 89 – 80

C = 79 – 70  
D = 69 – 60  
F = 59 and below

For the purpose of determining grade point averages, the numeric value of each letter grade shall be:

A = 5 points  
B = 4 points  
C = 3 points  
D = 2 point  
F = 0 points

For a student to be eligible to receive weighted credit for an AP, or IB course:

- The course must be taught by an Arkansas licensed teacher who has received the appropriate training required by Arkansas statute and DESE Rule or, for an AP teacher, is in the process of completing an Additional Training Plan; and
- The student takes the applicable AP or IB examination after completing the entire course. Credit shall be given for each grading period during the course of the year, but shall be retroactively removed from a student's grade for any course in which the student fails to take the applicable exam. Students who do not take the applicable exam shall receive the same numeric value for the grade he/she receives in the course as if it were a non-AP or IB course.<sup>2</sup>

“Honors Courses” are those courses that have been approved by DESE as honors courses. Honors courses must stress higher order learning and be offered in addition to curriculum offerings required by the Standards for Accreditation.

For career and technical education courses taken after July 1, 2023, career and technical courses that are eligible for weighted credit are those career and technical education courses that are approved by DCTE to exceed the curriculum standards for a non-weighted class and lead to an approved industry-recognized certification. A student shall receive weighted credit for each approved career and technical education course upon the student:

- Completing the relevant career and technical pathway; and
- Earning the high-value industry credential aligned with the career and technical pathway.

Students who transfer into the district will be given weighted credit for the AP courses; IB courses; honors or concurrent credit college courses;<sup>1</sup> and other courses approved by DESE and DCTE for weighted credit that were taken for weighted credit at his/her previous school(s) according to the preceding scale.

Legal References: Arkansas Department of Education Rules and Regulations Governing Uniform Grading Scales for Public Secondary Schools  
ADE Rules for Advanced Placement and International Baccalaureate Diploma Incentive Program

A.C.A. § 6-15-902(c)(1)  
A.C.A. § 6-16-806

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

## 5.22—Concurrent Credit

A ninth (9<sup>th</sup>) through twelfth (12<sup>th</sup>) grade student who successfully completes a college course(s) from an institution approved by the Division of Elementary and Secondary Education (DESE) shall be given credit toward high school grades and graduation at the rate of one (1) high school credit for each three (3) semester hours of college credit. Unless approved by the school's principal, **prior to enrolling for the course**, the concurrent credit shall be applied toward the student's graduation requirements as an elective.

As permitted by the DESE Rules Governing Grading and Course Credit, a student who takes a three (3) semester hour remedial/developmental education course shall receive a half (1/2) credit for a high school career focus elective. The remedial/developmental education course cannot be used to meet core subject area/unit requirements.

Participation in the concurrent high school and college credit program must be documented by a written agreement between:

- The student;
- The student's parent(s) or legal guardian(s) if the student is under the age of eighteen (18);
- The District; and
- The publicly supported community college, technical college, four-year college or university, or private institution of higher education the student attends to take the concurrent credit course.

Students are responsible for having the transcript for the concurrent credit course(s) they've taken sent to their school in order to receive credit for the course(s). Credit for concurrent credit courses will not be given until a transcript is received. Students may not receive credit for the course(s) they took or the credit may be delayed if the transcripts are not received at all or in a timely manner; this may jeopardize students' eligibility for extracurricular activities and/or graduation.<sup>1</sup>

Students will retain credit earned through the concurrent credit program that was applied toward a course required for high school graduation from a previously attended, accredited, public school.

A student eligible to receive free or reduced price meals shall not be responsible for any of the costs for the student's first six (6) concurrent credit hours so long as the concurrent credit courses are taught on the District grounds and by a teacher employed by the District.<sup>2</sup> Any and all costs of concurrent credit courses beyond the six (6) hours permitted, that are not taught on the District's campus, or are not taught by a teacher employed by the District are the responsibility of the student. Students who are not eligible to receive free or reduced price meals are responsible for any and all costs associated with concurrent credit courses.

Cross Reference: 4.59—ACADEMIC COURSE ATTENDANCE BY PRIVATE SCHOOL AND HOME SCHOOLED STUDENTS

Legal References: A.C.A. § 6-15-902(c)(2)  
A.C.A. § 6-16-1201 et seq.  
A.C.A. § 6-18-232  
DESE Rules Governing Grading and Course Credit

Date Adopted: November 17, 2008  
Last Revised: June 22, 2020

### **5.23— Equivalence Between Schools #1\***

The Ouachita River School District is committed to providing a quality education for all students in each of the district's schools. The equitable distribution of district resources is one means the district shall use to ensure all of its students receive a quality education. The Board directs that services in Title I schools, when taken as a whole, be at least comparable to services in schools that are not receiving Title I funds. Curriculum materials, instructional supplies, and the percentages of qualified personnel shall be equivalent between all schools in the district when compared on a *grade-span by grade-span basis*<sup>1</sup>, *school-by-school basis*<sup>1</sup>. Specifically, the goal of the district is to have its students given an equitable opportunity to learn regardless of the school they attend within the district.

The Board understands that the equivalence between schools shall not be measured by such things as:

1. Changes in enrollment after the start of the school year;
2. Varying costs associated with providing services to children with disabilities,
3. Unexpected changes in personnel assignments occurring after the beginning of the school year;
4. Expenditures on language instruction education programs and;
5. Other expenditures from supplemental State or local funds consistent with the intent of Title I.

Legal Reference: 20 USC § 6321(a),(b), and (c)

Date Adopted: November 17, 2008

Last Revised: June 25, 2018

### **5.24—Student Participation in Surveys**

Section One: No student shall be required to submit to a survey, analysis, or evaluation which is administered or distributed by a school, and is funded in whole or in part by any program administered by the U.S. Department of Education without the prior written consent of the parent/guardian that reveals information concerning the following:

1. political affiliations;
2. mental and psychological problems potentially embarrassing to the student or his family;
3. sex behavior and attitudes;
4. illegal, anti-social, self-incriminating, and demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Section Two: No surveys shall be administered without the prior approval of the school principal. Any survey created by a third party, or funded, in whole or in part, as part of any US Department of Education administered program, containing one or more of the eight categories listed above shall be available to be inspected by a student's parent/guardian before the survey is administered or distributed by a school to a student. Parents/guardians shall have the right to deny permission for their child to participate in the taking of

the survey. The school shall not penalize students whose parents/guardians exercise this option. The school shall take reasonable precautions to protect students' privacy during their participation in the administration of any survey, analysis, or evaluation containing one or more of the eight categories listed above.

Section Three: Parents or guardians wishing to inspect a survey, analysis, or evaluation shall be able to do so in the administrative office of the administering school where the surveys shall be available for inspection for a period of ten (10) days (regular school days when school is in session) after the notice of intent to administer the survey is sent. Included in the notice shall be information regarding how the survey or questionnaire will be administered; how it will be utilized; and the persons or entities that will have access to the results of the completed survey or questionnaire. Parents may refuse to allow their student to participate before or after reviewing the survey or questionnaire.

The requirements of sections one, two, and three of this policy do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA).

Section Four: Prior written parental permission is required before any survey or questionnaire (not including tests mandated by state or Federal law or regulation and standardized scholastic achievement tests) is administered to a student the responses to which are to be provided to a person or entity other than another public school, school district, or any branch of the Federal Government and which requests or requires a student to provide any of the eight (8) categories of information listed above and/or the following;

1. A student's name;
2. The name of the student's parent or member of the student's family;
3. The address, telephone number, or email address of a student or a member of a student's family;
4. A personal identification number, such as a social security number, driver's license number, or student identification number of a student or a member of the student's family;
5. Any information, the disclosure of which is regulated, or prohibited by any other state or federal law or regulation.

The rights provided to parents under this policy transfer to the student when he/she turns 18 years old.

Legal Reference: 20 USC § 1232h (a), (b), (c) [NCLB Act of 2001, Part F, Section 1061 (c) (1)(A)(I)(ii)(B), (2)(A)(I)(ii)(B)(C)(ii), (5)(A)(ii)(B), (6)(C)(F)(G)]  
ACA § 6-18-1301 et seq.

Date Adopted: November 17, 2008

Last Revised:

## **5.24 F1—Objection to Participation in Surveys, Analysis, or Evaluations**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby note my objection to participation by the student named below in the following survey, analysis, or evaluation.

I choose not to have my student participate in the following survey, analysis, or evaluation.

Name of specific survey \_\_\_\_\_

\_\_\_\_All surveys

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)

### **5.24 F2—Permission to Participate in A Survey, Analysis, or Evaluation**

I, the undersigned, being a parent or guardian of a student, or a student eighteen (18) years of age or older, hereby grant my permission for the student named below to participate in the following survey, analysis, or evaluation.

Name of survey \_\_\_\_\_

\_\_\_\_\_  
Name of student (Printed)

\_\_\_\_\_  
Signature of parent (or student, if 18 or older)

\_\_\_\_\_  
Date form was filed (To be filled in by office personnel)

### **5.25—Marketing of Personal Information**

Ouachita River School District shall not collect, disclose, or use personal information for the purpose of marketing or for selling that information or to otherwise provide that information to others for that purpose.

Personal information is defined, for the purposes of this policy only, as individually identifiable information including

1. a student or parent's first and last name,
2. a home or other physical address (including street name and the name of the city or town),
3. telephone number, and
4. social security identification number.

The district may collect, disclose, or use personal information that is collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

1. College or other postsecondary education recruitment, or military recruitment;

2. Book clubs, magazines, and programs providing access to low cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
5. The sale by students of products or services to raise funds for school related or education related activities; and
6. Student recognition programs.

Legal Reference: 20 USC § 1232h(c)

Date Adopted: November 17, 2008

Last Revised: June 25, 2018

## **5.26—Alternative Learning Environments**

The District shall provide an eligible alternative learning environment (ALE) for each eligible ALE student enrolled in a District school. The ALE shall be part of an intervention program designed to provide guidance, counseling, and academic support to students who are experiencing emotional, social, or academic problems. Placement of a student in an ALE shall not be punitive in nature.

The superintendent or designee shall appoint an Alternative Education Placement Team which shall have the responsibility of determining student placement in the ALE. A student may be enrolled in an ALE only on the referral of the Alternative Education Placement Team. The team's placement decision is final and may not be appealed.<sup>1</sup>

The team is to be comprised of the following:

- a school counselor from the referring school;
- the ALE administrator and/or ALE teacher;
- the building principal or assistant principal from the referring school;
- a parent, legal guardian, person having lawful control of the student, or person standing in loco parentis (if they choose to participate);
  - The District shall document its efforts to contact the student's parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to schedule a meeting or a phone call for a placement meeting at the convenience of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis, and maintain such documentation in the student's Student Action Plan (SAP).
- LEA special education/504 representative (if applicable);
- at least one (1) of the student's regular classroom teacher(s); and
- if the District so chooses, the student.

Students who are placed in the ALE shall exhibit at least two (2) of the characteristics from items a through d below:

- a. Disruptive behavior;
- b. Dropping out from school;
- c. Personal or family problems or situations;
- d. Recurring absenteeism;



For the purposes of the ALE, personal or family problems or situations are conditions that negatively affect the student's academic and social progress. These may include, but are not limited to:

- e. Ongoing, persistent lack of attaining proficiency levels in literacy and mathematics
- f. Abuse: physical, mental, or sexual;
- g. Frequent relocation of residency;
- h. Homelessness;
- i. Inadequate emotional support;
- j. Mental/physical health problems;
- k. Pregnancy; or
- l. Single parenting.

No later than five (5) school days after a student begins alternative education interventions, the Alternative Education Placement Team shall develop a signed agreement between the ALE; the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis (if they choose to participate); and the student, outlining the responsibility of the ALE; parent, legal guardian, person having lawful control of the student, or person standing in loco parentis; and the student to provide assurance that the plan for each student is successful.

No later than one (1) week after a student begins alternative education interventions, the Alternative Education Placement Team shall assess the student's current functioning abilities and all relevant social, emotional, academic, career, and behavioral information and develop an SAP outlining the intervention services to be provided to the student that is in compliance with the Division of Elementary and Secondary Education (DESE) Rules. The SAP may be revised from time to time by the ALE placement team and a positive behavior or transitional plan shall be developed and added to the SAP prior to a student's return to the regular educational environment.

The district's ALE program shall follow class size, staffing, curriculum, and expenditure requirements identified in the DESE Rules.

Legal References: A.C.A. § 6-20-2305(b)(2)  
A.C.A. § 6-48-101 et seq.  
DESE Rules Governing Student Special Needs Funding 3.01, 4.00, and 8.0  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: November 17, 2008

Last Revised: June 22, 2020

### **5.26.1---ALE Program Evaluation**

The ALE program shall be evaluated at least annually to determine its overall effectiveness at providing a non-punitive environment that is conducive to learning, that eliminates traditional barriers to learning, and at compliance with the Division of Elementary and Secondary Education Rules Governing Student Special Needs Funding. The evaluation shall specifically address how the use of ALE funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal References: A.C.A. § 6-15-2914  
DESE Rules Governing Student Special Needs Funding

Date Adopted: November 17, 2008  
Last Revised: June 20, 2022

### **5.27—English Learners**

The district shall utilize the special needs funding it receives for identified English Learners (EL) on activities, and materials listed in the DESE Rules Governing Student Special Needs Funding.

The expenditures of EL supplemental funding shall be evaluated at least annually to determine their overall effectiveness. The evaluation shall specifically address how the use of EL funds is in alignment with the district's school district support plan in addressing identified achievement gaps and student performance deficiencies.

Legal References: A.C.A. § 6-15-2914  
A.C.A. § 6-20-2305(b)(3)  
DESE Rules Governing Student Special Needs Funding - 3.09, 5.00, and 8.00  
Standards For Accreditation 2-J.2

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

### **5.28—Enhanced Student Achievement Funding Expenditures**

Funding received from the state based on the number of students eligible for free and reduced-priced meals under the National Student Lunch Act shall be expended in accordance with guidelines outlined in the Division of Elementary and Secondary Education (DESE) Rules Governing Student Special Needs Funding.

Using District specific data, the District shall conduct the DESE developed needs assessment to identify areas where Enhanced Student Achievement (ESA) funds need to be directed. The District shall develop a three-year plan for the use of the District's ESA funds. The District's plan shall:

- Describe the District's intended and implemented strategies to enhance student achievement;
- Describe how ESA funds will be used to support the strategies of the District as permitted by Arkansas law and DESE Rules;
- Include goals and measures of success for the areas where ESA funds will be directed;
- Specify the categories and types of expenditures the district intends to use to meet the needs that were identified through the needs assessment and supported by the District specific data, which may include without limitation: personnel, programs, materials, supplies, services, and equipment, which may include technology; and
- If the District uses ESA funds in areas not identified by the needs assessment or supported by the District's specific data, justification for the use of the ESA funds in these areas.

The District shall review the District's enhanced student achievement plan at least annually, which shall include a review of the progress of the implementation of the District's proposed strategies and the efficacy of the planned strategies. The District shall update the District's enhanced student achievement plan at least annually. Any amendments to the District's enhanced student achievement plan shall be submitted Along with the District's annual budget to DESE.<sup>1</sup>

Legal References: A.C.A. § 6-15-2914

Date Adopted: November 17, 2008

Last Revised: June 20, 2022

## **5.29—Wellness Policy**

The health and physical well-being of students directly affects their ability to learn. Childhood obesity increases the incidence of adult diseases occurring in children and adolescents such as heart disease, high blood pressure and diabetes. The increased risk carries forward into their adulthood. Research indicates that a healthy diet and regular physical activity can help prevent obesity and the diseases resulting from it. It is understood that the eating habits and exercise patterns of students cannot be magically changed overnight, but at the same time, the Board of Directors believes it is necessary to strive to create a culture in our schools that consistently promotes good nutrition and physical activity.

The problem of obesity and inactivity is a public health issue. The Board of Directors is keenly aware that it has taken years for this problem to reach its present level and will similarly take years to correct. The responsibility for addressing the problem lies not only with the schools and the Division of Elementary and Secondary Education (DESE), but with the community and its residents, organizations and agencies. Therefore, the District shall enlist the support of the larger community to find solutions that improve the health and physical activity of our students.

### **Wellness Committee**

To enhance the district's efforts to improve the health of our students, a School Nutrition and Physical Activity Advisory Committee (SNPAAC) shall be formed. It shall be structured in a way to ensure age-appropriate recommendations are made that correlate to the District's grade configurations.<sup>1</sup> The SNPAAC shall have the powers and responsibilities delegated to it by statute and Rule and are incorporated into this policy by reference.<sup>2</sup> The overarching goal of the committee shall be to promote student wellness by monitoring how well the District is doing at implementing this policy. The SNPAAC shall use modules 1, 2, 3, 4, 10, and 11 of the Centers For Disease Control' (CDC) School Health Index as a basis for annually assessing each school's progress toward meeting the requirements of this policy. The results of the annual assessment shall be included in the school district's support plan (SDSP), provided to each school's principal, and reported to the board. Goals and objectives for nutrition and physical activity shall also be included in the SDSP.

The SNPAAC shall be made up of Individuals from the following groups to the extent interested persons from each group desire to be included in the development, implementation, and periodic review of the District's wellness policy:<sup>3</sup>

- Members of the District's Board of Directors;
- School administrators;
- School nutrition personnel;
- Teacher organizations;
- Teachers of physical education;
- Parents;
- Students;
- Professional groups (such as nurses);
- School health professionals (such as school nurses, school counselors, and social workers); and
- Community members.

The SNPAAC shall provide written recommendations to the District's Child Nutrition Director concerning menus and other foods sold in the school cafeteria. Such recommendations shall be based, at least in part, on the information the Committee receives from the District on the requirements and standards of the National School Lunch Program and from menus for the National School Lunch Program and other food sold in the school cafeteria on a quarterly basis.<sup>4</sup>

The SNPAAC will meet at least quarterly. Meeting dates for the SNPAAC will be placed on the District's calendar.

### **School Health Coordinator**

To assist the SNPAAC in ensuring that the District fulfills the requirements of this policy, a District level School Health Coordinator (Designated District Official) shall be appointed. In addition, a school level School Health Coordinator shall be appointed who shall be responsible for assisting the District level School Health Coordinator in ensuring that each school fulfills the requirements of this policy.<sup>5</sup>

### **Goals**

In its efforts to improve the school nutrition environment, promote student health, and reduce childhood obesity, the District will adhere to the DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols. To promote nutrition, physical activity, and other school based activities that will improve student wellness, the District, working with the SNPAAC, has established the following goals:<sup>6</sup>

1. Implement a grade appropriate nutrition education program that will develop an awareness of and appreciation for nutrition and physical activity throughout the curriculum;
2. Enforce existing physical education requirements and engage students in healthy levels of vigorous physical activity;
3. Strive to improve the quality of physical education curricula and increase the training of physical education teachers;
4. Follow the Arkansas Physical Education and Health Education Frameworks in grades K-12;
5. Not use food or beverages as rewards for academic, classroom, or sports performances;
6. Establish class schedules and bus routes that do not directly or indirectly restrict meal access;
7. Provide students with ample time to eat their meals in pleasant cafeteria and dining areas;
8. Abide by the current allowable food and beverage portion standards;
9. Meet or exceed the more stringent of Arkansas' or the U.S. Department of Agriculture's (USDA) Nutrition Standards for reimbursable meals and a la' carte foods served in the cafeteria;<sup>7</sup>
10. Restrict access to competitive foods as required by law and Rule;
11. Conform new and/or renewed vending contracts to the content restrictions contained in the Rules and reduce district dependence on profits from the sale of competitive foods.
12. Provide professional development to all district staff on the topics of nutrition and/or physical activity;<sup>8</sup>
13. Utilize the School Health Index available from the CDC to assess how well the district is doing at implementing this wellness policy and at promoting a healthy environment for its students.

### **Food and Beverages Outside of the District's Food Service Programs**

The District will insure that drinking water is available without charge to all students throughout the school including, but not limited to, in the District's food service areas.

All food and beverages sold to students on school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum.<sup>9</sup> These

restrictions include, but are not limited to, food and beverages sold in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

All food and beverages provided, but not sold, to students on the school campus during the school day by school administrators or school non-licensed or licensed staff (principals, coaches, teachers, club sponsors, etc.); students or student groups; parents or parent groups; or another person, company, or organization associated with the school shall meet the Federal Smart Snacks requirements and Arkansas Nutrition Standards at a minimum.<sup>9</sup> These restrictions include, but are not limited to, food and beverages provided in vending venues (machines, ice chests, cabinets) in school stores or as part of school fundraisers.

Up to a maximum of nine (9)<sup>10</sup> times per school year, school administration may schedule school wide events where food and beverages provided to students are not required to meet the Federal Smart Snacks standards during the scheduled time. The schedule of the events shall be by school, approved by the principal, and shall be part of the annual school calendar.

Food and beverages outside of the District's food service programs may not be sold, served, or provided to students in the District's food service areas during meal times.

Elementary students shall not have in-school access to vending machines.

The District does not place nutrition restrictions on food or beverages brought from home that are intended for personal consumption only.<sup>9</sup>

### **Advertising**

In accordance with the USDA regulations, oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product that are made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product shall only be permitted on school campus during the school day if they meet or exceed the Federal Smart Snacks standards.<sup>11</sup> This restriction does not apply to:

- Materials used for educational purposes in the classroom, including, but not limited to:
  - The use of advertisements as a media education tool; or
  - Designing and implementing the health or nutrition curriculum;
- Clothing, apparel, or other personal items used by students and staff;
- The packaging of products brought from home for personal consumption; and
- Currently existing advertisements on school property, including but not limited to, the exterior of vending machines, posters, menu boards, coolers, trash cans, cups used for beverage dispensing, and other food service equipment; however, all future contracts and replacement items shall meet the Federal Smart Snacks standards.

### **Adoption Awareness Instruction**

The District shall provide any information provided to students on the District's adoption awareness instruction that was in written form to the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to a pregnant student who is enrolled in the District.

### **Breast Feeding**

In addition to providing age-appropriate education for students regarding the nutritional benefits of breastmilk and breastfeeding practices, the District shall provide:

- Space in the District's school facilities for District employees, students, and volunteers who are breastfeeding mothers that is a private, secure, and sanitary room or other location, other than a toilet stall, that contains Access to a power source for a breast pump or any other equipment used to express breast milk where an employee, student, or volunteer can express breast milk;

- Space in the District’s school facilities for District students who are breastfeeding mothers that is a private, secure, and sanitary room or other location, other than a toilet stall, where a student can breastfeed the student’s child;
- Permission to bring a breast pump and any other equipment used to express breast milk to school;
- Access to a place to safely store breast milk, which shall include, but not be limited to, a refrigerator or cooler in:
  - A nurse's office;
  - A teachers' lounge; or
  - Another private location or location with limited accessibility in which the breast milk may be safely secured;
- Access to a location to clean a breast pump and any other equipment used to express breast milk at school.
- Break time:
  - To an employee or volunteer for the purpose of expressing breast milk that, to the extent possible, shall run concurrently with existing break times; and
  - To a student that is a reasonable amount of time to accommodate the student’s need to express breast milk or to breastfeed the student’s child on the District’s campus;
- That a student shall not incur an academic penalty for expressing breast milk or for breastfeeding the student’s child on the District’s campus; and
- A student the opportunity to make up any work missed due to expressing breast milk or for breastfeeding the student’s child on the District’s campus.

### **Child Care**

The District shall provide student mothers and fathers information regarding available child care services.<sup>12</sup>

### **Community Engagement**

The District will work with the SNPAAC to:

- a. Encourage participation in extracurricular programs that support physical activity, such as walk-to-school programs, biking clubs, after-school walking etc.;
- b. Encourage the implementation of developmentally appropriate physical activity in after-school childcare programs for participating children;
- c. Promote the reduction of time youth spend engaged in sedentary activities such as watching television and playing video games; and
- d. Encourage the development of and participation in family-oriented community-based physical activity programs.

The District will annually inform the public:

- Of the web address where the policy is located;
- Of any changes made to this policy since the previous year;
- Of the health and wellness priority goals in the District’s SDSP;
- That a printed copy of the policy may be picked up at the District’s central office; and
- The amounts and specific sources of funds received and expenditures made from competitive food and beverage contracts.

### **Assessment of District’s Wellness Policy**

At least once every three years,<sup>13</sup> with input from the SNPACC, the District shall assess both the District as a whole and individual schools' status in regards to the implementation and compliance of the goals of this policy, including the health and wellness goals in the District’s SDSP. The assessment shall be based, at least in part, on:

- The extent to which District schools are in compliance with this policy;

- The extent to which this policy compares to other model local school wellness policies;
- The annual reviews of this policy based on modules 1, 2, 3, 4, 10, and 11 of the CDC's School Health Index; and
- A description of the progress made in attaining the goals of this policy.

On the years the assessment occurs, the assessment results shall be reported to the public, including parents, students, and other members of the community as part of the District's annual report to the public.

The District will update the wellness policy based on the results from the three (3) year<sup>13</sup> assessment.

### **District Website**

The District will place on its website:

- The name, District phone number, and District email address for the District Level School Health Coordinator;
- The names, district phone numbers, and district email addresses for the School Level School Health Coordinators;<sup>5</sup>
- The names of the members of the SNPAAC;
- Meeting dates for the SNPAAC;
- Information on how community members may get involved with the SNPAAC;
- A copy of this policy;
- A copy of the annual review of this policy based on modules 1, 2, 3, 4, 10, and 11 of the CDC's School Health Index; and
- A copy of the most recent three (3) year<sup>13</sup> assessment of this policy.

Legal References: Richard B. Russell National School Lunch Act 42 U.S.C. § 1751 et seq. as amended by PL 111-296 (Section 204) of 2010. (Section 204 is codified at 42 U.S.C. § 1758(b))  
 Child Nutrition Act of 1966 42 U.S.C. § 1771 et seq.  
 7 C.F.R. § 210.18  
 7 C.F.R. § 210.31  
 A.C.A. § 6-18-719  
 A.C.A. § 6-20-709  
 A.C.A. § 11-5-116  
 A.C.A. §§ 20-7-133, 134, and 135  
 DESE Rules Governing Nutrition and Physical Activity Standards And Body Mass Index For Age Assessment Protocols  
 Allowable Competitive Foods/Beverages - Maximum Portion Size List for Middle, Junior High, and High School  
 Commissioner's Memo CNU-17-010  
 Commissioner's Memo CNU-17-013  
 Commissioner's Memo CNU-17-016  
 Nutrition Standards for Arkansas Public Schools

Date Adopted: November 17, 2008  
 Last Revised: May 22, 2023

## Section 6 – SCHOOL, HOME, AND COMMUNITY RELATIONS

### 6.1—Communication Goals

The single most significant factor in student achievement is the teacher. The teacher's effectiveness is greatly enhanced when supported by the school community as a whole, the student's home, and the community at large. The Arkansas General Assembly and the Division of Elementary and Secondary Education have demonstrated their understanding of the importance of involving such groups by repeatedly mandating their inclusion in the educational system and process. Communication with staff, parents, grandparents, legal guardians, business, and community members is fundamental to increasing their concern for, and involvement in, raising student achievement.

Communication should be two-way between the District and the public. The communications program shall strive to:

1. Increase mutual understanding, trust, and support between the District and parents, business, and the community as a whole;
2. Keep District staff regularly informed of upcoming District programs and events as well as noteworthy staff and student accomplishments to enable all the staff to help promote positive public relations;
3. Create and disseminate brochures, flyers, and fact sheets that will help parents and community members better understand school policies and procedures and acquaint them with areas where their volunteer services are most needed;
4. Inform legislators of the accomplishments of the District's students and staff, as well as how proposed legislation could affect the district;
5. Maintain good relations with the news media and provide the media with pertinent news releases; and
6. Increase the participation of parents, grandparents, legal guardians, business, and community members in school activities and programs.

The Board will appoint committees, when appropriate, to help the District examine issues facing it. Such committees may include members of the public, students, parents, and school employees, as well as members of the Board. Members may serve until the committee makes its non-binding recommendations to the Board.

Any committee, which includes among its members a member of the School Board, shall operate according to the requirements of the Arkansas Freedom of Information Act.<sup>1</sup>

The District's Board of Directors shall hold a meeting annually to provide a report that systematically explains the District's policies, programs, and goals to the community. The District's report shall detail the progress of the District and the District's schools toward accomplishing program goals, accreditation standards, and proposals to correct any deficiencies. The report shall be made available to the public, including by posting a copy on the District's website under State-Required Information no later than ten (10) days following the meeting, with the most recent annual report posted by August 1 of each year. The meeting shall provide parents and other members of the community the opportunity to ask questions and make suggestions concerning the District's program.

Legal References: A.C.A. § 6-15-1005(c), (f)(1)(2)  
A.C.A. § 6-16-603 (a) (3)  
A.C.A. § 6-18-2003  
A.C.A. § 25-19-106



Date Adopted: November 17, 2008

Last Revised: June 20, 2022

## **6.2—Relations with School Support Organizations**

The Board recognizes and values the many contributions support organizations make to the District's schools. Parent/teacher organizations and booster clubs work to augment and strengthen the District's educational and extracurricular objectives through the goods and services they provide.

Groups wishing to be recognized as a support organization must have open membership and have their by-laws approved by the school principal, the Superintendent, and the Board. School personnel shall assist approved booster organizations in their efforts to the extent practicable. Meetings of such organizations, cleared through the principal, shall not be subject to school use fees. School staff members are encouraged to attend and participate.

Fund-raising activities are to be approved in advance by the principal or his/her designee. Prior to the donation of equipment and/or supplies to the school, the organization should seek the advice of the principal to help ensure the compatibility of the donation with present school equipment. All equipment donated to the District becomes the property of the District.

Date Adopted: November 17, 2008

Last Revised:

## **6.3—Public Gifts and Donations to the Schools**

The District and the Board of Education may receive monetary gifts or donations of goods or services that serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to receive a gift of any kind in return for employment with the District or to influence the award of any contract or transaction with the District. All personnel shall examine the "reasonableness" of any gift or donation against its potential for real or perceived violation of the aforementioned ethical standards before accepting any gift or donation in the name of a school or the District.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations the administration deems could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose; however, laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

The Board authorizes the superintendent, or the superintendent's designee, to act as the District's official representative for all school-affiliated online fund raisers.<sup>1</sup>

Legal References: A.C.A. § 6-24-110  
A.C.A. § 6-24-112

Date Adopted: November 17, 2008  
Last Revised: May 22, 2017

## **6.4—Volunteers**

Enlisting the support of volunteers is a way the District can expand the scope of resources and knowledge available to enrich the students' educational experiences, while strengthening the relationship between the school and the community. Volunteers can also perform non-instructional tasks that allow licensed personnel more time to devote to instruction.

The Superintendent shall be responsible for establishing and maintaining a program to coordinate the services volunteers are willing and able to contribute with the needs of District personnel. The program shall establish guidelines to ensure volunteers are aware of pertinent District policies and rules. Volunteers who violate school policies or rules, or knowingly allow students to violate school rules, may be asked to leave the school campus. The guidelines should also include provision for evaluation of the volunteer program and a method for soliciting suggestions from both the volunteers and staff for its improvement.

All volunteers who intend to act as head coaches or assistant coaches must:

1. Be at least twenty-two (22) years of age; and
2. Meet the requirements adopted by the Arkansas Activities Association (AAA) to volunteer for any athletics program for grades seven (7) through twelve (12).

A member of the board of directors of the District or the spouse of a member of the board of directors of the District may not be a registered volunteer for the District unless a majority of the disinterested members of the Board of Directors approves a resolution for the board member or board member's spouse to be a registered volunteer. The resolution approving the board member or board member's spouse to be a registered volunteer shall be effective for only one (1) school year.

A volunteer may act as a head coach in all varsity junior and senior high sports administered by the AAA except in the following sports:

- Football;
- Basketball; and
- Track and field.

### **Background Checks for Volunteers**

For the purposes of this policy, "clear background check" means that:

- A background check was performed on the potential school volunteer in accordance with A.C.A. §§ 12-12-1601 et seq.;
- The potential school volunteer has not committed any of the crimes or offenses contained in A.C.A. §§ 6-17-410, 6-17-411 or 6-17-414 according to both the National and Arkansas background checks;
- The potential school volunteer's name was not found on the Child Abuse Central Registry; and
- The Arkansas Educator Licensure System does not indicate the potential volunteer to:
  - Have a currently suspended or revoked educator's license; or
  - Be the recipient of a current Level 3 or Level 4 public notification of ethics violation.

A person wishing to volunteer in a capacity that requires a background check may not perform volunteer services requiring a background check until a clear background check is received by the District. Once received, a clear background check is good for 5 years<sup>1</sup>; a background check renewal must be applied for and a clear background check received prior to the time of renewal or an interruption of permitted volunteer service could occur. A clear background check will be accepted of any individual wishing to volunteer provided it was conducted within the timeframe provided for in this policy.

Option A: The Application for an initial background check may be made through the District administrative office. The District may charge the potential volunteer the same fee charged by the State of Arkansas for performing the check. For a volunteer who has passed his/her previous background check, the District will incur the fee charged by the State of Arkansas for performing a renewal background check.<sup>2</sup>

A person who failed a previous background check may petition the Board for a waiver from this policy's requirement. The petition shall be accompanied by a signed authorization for disclosure of his or her entire criminal and child abuse registry history. In deciding whether to grant a waiver, the board may take into consideration: the circumstance or circumstances surrounding the act or omission that lead to the conviction, Child Abuse Registry true finding, or the receipt of the Level 3 or Level 4 Public Notification of Ethics Violation; the age of the person at the time of the act or omission; the length of time that has passed without reoffending; and other relevant circumstances. If the Superintendent recommends a waiver be granted, the Board may adopt a resolution by majority vote providing an exception to this policy's requirement for a time period not to exceed five (5) years. The board must consider this matter in open session, and may not confer or deliberate in closed or executive session.

The board shall not have the authority to waive the application of this policy to any potential volunteer who is a Registered Sex Offender or whose educator license has been revoked or is currently suspended.

Clear background checks for school volunteers are required for those individuals who are required to be or who seek to become Registered Volunteers, as defined in A.C.A. § 6-22-102 et seq.<sup>3</sup> In addition to volunteers wishing to participate in the registered volunteers program, clear background checks are required for:<sup>4</sup>

Option 3: School volunteers who will volunteer for more than 30 hours in a school year.<sup>3,5</sup>

No information relating to the application for or receipt of a criminal background check, including that a background check has or has not been applied for, shall be subject to disclosure under the Arkansas Freedom of Information Act, as provided by A.C.A. §§ 12-12-1601 et seq. Requests for background checks and reports on background checks obtained under this policy shall be retained by the district for a minimum of three (3) years.

The superintendent or a third-party vendor shall report to the state board the name of any person working as a registered volunteer in an athletic coaching capacity who:

1. Has pleaded guilty or nolo contendere to or has been found guilty of any felony or misdemeanor listed in A.C.A. § 6-17-410(b);
2. Has been arrested or charged with any felony or misdemeanor listed in A.C.A. § 6-17-410(b);
3. Has intentionally compromised the validity or security of any student test or testing program administered or required by the Division of Elementary and Secondary Education (DESE);
4. Has knowingly submitted falsified information or failed to submit information requested or required by law to DESE, the State Board, or Arkansas Legislative Audit; or
5. Has a true report in the Child Maltreatment Central Registry.

The District shall maintain the following information on volunteers:

- a. The total number, location, and duties of all volunteers;
- b. The total number of annual hours of service provided by volunteers; and
- c. Any reimbursements made to volunteers for expenses, transportation, or other costs incurred in connection with volunteer services.

Volunteers who are mandated reporters will be made aware of their status as mandated reporters of child maltreatment and will receive training on the responsibilities of a mandated reporter.<sup>7</sup>

Registered volunteers who will be working with students in an athletic coaching capacity or are in the process of obtaining a coaching certificate through the Arkansas Activities Association shall be informed that they are bound by the Code of Ethics for Arkansas Educators and shall receive training on the Code of Ethics.

Legal References: A.C.A. §§ 6-17-301  
A.C.A. § 6-17-410  
A.C.A. § 6-17-411  
A.C.A. 6-17-414  
A.C.A. § 6-17-428  
A.C.A. § 6-18-110  
A.C.A. § 6-22-101 et seq.  
A.C.A. §§ 12-12-1601 et seq.  
A.C.A. § 12-18-402  
A.C.A. § 12-18-909(g)(21)  
A.C.A. § 21-13-101 et seq.  
Division of Elementary and Secondary Education Rules Governing Background Checks  
Division of Elementary and Secondary Education Rules Governing the Code of Ethics  
for Arkansas Educators

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **6.5—Visitors to the Schools**

Parents, grandparents, legal guardians, business, and community members are welcome and encouraged to visit District schools. To minimize the potential for disruption of the learning environment, visitors, for a purpose other than to attend an activity open to the general public, are required to first report to the school's main office. No one shall be exempt from this requirement. Visitors who are Level 3 or Level 4 sex offenders may only enter a school campus under the provisions listed in Policy 6.10.

Parents and legal guardians are encouraged to participate in regularly scheduled visitation events such as school open houses and parent/teacher conferences. Additional conferences are best when scheduled in advance. Conferences shall be scheduled at a time and place to accommodate those participating in the conference. Visits to individual classrooms during class time are permitted on a limited basis with the principal's prior approval and the teacher's knowledge.

Visitors, including parents, wishing to speak with students during the school day shall register first with the office.

Visitors to the school are directed to not use a device to:

- Record audio or video or to take photographs in areas where a general expectation of personal privacy exists, including but not limited to locker rooms and bathrooms; or
- Create, send, share, capture, or post audio, video, or photographs of District students unless the visitor:
  - Has received permission to do so by someone authorized to grant such permission on behalf of the student or the student if the student is eighteen (18 years old);
  - Received authorization from the District to do so on behalf of the District; or
  - Is required to do so as part of the individual's job duties, including as a member of the media.

The District has the right to ask disruptive visitors to leave its school campuses. Principals are authorized to seek the assistance of law enforcement officers in removing any disruptive visitors who refuse to leave school property when requested to do so.<sup>1</sup>

Note: <sup>1</sup> Visitors who are disruptive become “trespassers” as defined in A.C.A. § 6-21-606. As such, they lose their right to be on campus.

Cross References: For non-adult visitors see Policy 4.16—STUDENT VISITORS  
 For Level 3 and Level 4 sex offenders see Policy 6.10—SEX OFFENDERS ON CAMPUS (MEGAN'S LAW)

Legal References: A.C.A. § 6-21-606  
 A.C.A. § 6-21-607

Date Adopted: November 16, 2008  
 Last Revised: May 22, 2023

## **6.6—Fund Raising**

All fund raising activities held in the District or in the name of the District must be pre-approved in writing by the Superintendent and affected school principal. Approval will be predicated on the potential for return relative to the time and energy to be invested in the fund raising. Fund raising that conflicts excessively with and/or detracts from student or teacher instructional time in either the planning or the execution of the activity will not be approved.

Neither an individual school nor the District shall be liable for any contract between clubs or organizations and third parties.

Student participation in any fund raising activity shall:

1. Be voluntary. Students who choose not to participate shall not forfeit any school privileges. It shall not be considered discriminatory to reward those who participate; and
2. Not influence or affect the student's grade.

For purposes of this policy, “Door-to-door sales” means the selling of merchandise outside of the child's home and off the school grounds.

### **Secondary Schools**

Fund raising in the secondary schools may only be done by officially sanctioned student clubs, spirit groups, school PTAs, or parent booster clubs. Student clubs and spirit groups must receive written approval from their sponsor and the school principal before submitting the fund raising proposal to the Superintendent.

Door to door fundraising activities are generally discouraged. If approved, students wishing to participate who are under the age of eighteen (18) must return to their sponsor a signed parental notification and permission form.

### **Elementary Schools (K-6)**

Fund raising in the elementary schools may only be done by the school or a school sponsored organization. Door to door fundraising activities are generally discouraged, but there shall be no more than one (1) such activity per school per school year.

Schools must provide written notification of the following to parents or legal guardians of elementary students who participate in fund raising programs:

1. Student participation in fund raising programs is voluntary;
2. Students who do not participate will not forfeit any school privileges;
3. Students may not participate in fund raising programs without written parental permission returned to school authorities;
4. An elementary student who sells fund raising merchandise door to door must be accompanied by a parent or an adult; and
5. Unless the school provides supervision, parents must accept responsibility for appropriate adult supervision.

### **Online Fund Raisers<sup>1</sup>**

All school-affiliated online fund raisers must be approved by the superintendent, or the superintendent's designee. The superintendent, or the superintendent's designee, shall act as the point of contact for all school-affiliated online fund raisers. An employee may be disciplined, up to and including termination, if the employee establishes:

- a. A school-affiliated online fund raiser without the permission of the superintendent, or the superintendent's designee; or
- b. The employee as the point of contact for a school-affiliated fund raiser instead of the superintendent, or the superintendent's designee.

For purposes of this policy, a "school-affiliated online fund raiser" includes, but is not limited to, a fund raiser intended to raise funds for a particular teacher's classroom, grade, student club or organization, or athletic team.

Legal References: A.C.A. § 6-18-1102  
A.C.A. § 6-18-1104

Date Adopted: November 17, 2008  
Last Revised: May 22, 2017

## **6.7—Complaints**

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

The Board formulates and adopts policies to achieve the District's vision and elects a Superintendent to implement its policies. The administrative functions of the District are delegated to the Superintendent, who is responsible for the effective administration and supervision of the District. Individuals with complaints concerning personnel, curriculum, discipline (including specific discipline policies), coaching, or the day to day management of the schools need to address those complaints according to the following sequence:

8. Teacher, coach, or other staff member against whom the complaint is directed
9. Principal
10. Superintendent

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

Unless authorized by the Board as a whole for a specific purpose, no individual Board member has any authority when acting alone. District constituents are reminded that the Board serves as a finder of fact, not unlike a jury, in matters such as student suspensions initiated by the Superintendent, expulsions, and personnel discipline. For this reason, the board may not be involved or informed prior to a board hearing on particular disciplinary matters.

Complaints that are related to district use or administration of federal funds generated through specific programs identified by the Division of Elementary and Secondary Education (DESE) and authorized in the Elementary and Secondary Education Act<sup>1</sup> may be taken directly from a patron or by referral from DESE. If taken directly from a patron, the complaint may be submitted by either a signed statement or by a certified, recorded deposition or statement in which the complainant is identified. The complaints shall be addressed in the following manner:

1. The complaint shall be referred to the federal programs director,<sup>2</sup> who shall assemble a team of at least two (2) people to investigate the complaint.
2. Throughout the investigation, sufficient notes and records will be taken and maintained to substantiate the position of the findings of the investigation.
3. The team will interview the complainant and others as necessary to enable the team to make a determination of the validity of the complaint. The team may consult with individuals with knowledge or expertise in the matter which is the subject of the complaint, including legal counsel.
4. The investigation of complaints referred by the DESE shall be completed within thirty (30) calendar days of receipt of the complaint, unless a longer time period has been approved by the DESE.<sup>3</sup>
5. The investigation of complaints made directly to the district shall be completed within forty (40) calendar days unless there are extenuating circumstances; in such a case, a preliminary report shall be made within forty (40) calendar days of receipt of the complaint, which shall include an explanation of the unusual circumstances requiring additional time to complete the investigation.<sup>4</sup>
6. The report of the conclusions of the investigation shall be given to the complainant. It shall contain:
  - a. A summary of the allegations of the complaint;
  - b. A summary of the investigative actions taken by the team;
  - c. A summary of the findings concerning each alleged violation or implied violation; and
  - d. A statement of corrective actions needed to resolve the issues involved in each allegation and finding of the complaint.

Legal Reference: DESE Rules Governing Federal Program Complaint Resolution

Date Adopted: November 17, 2008

Last Revised: June 24, 2019

## **6.8—Distribution of Printed Materials**

The District shall devise and maintain a system for distributing District communications and other printed materials between the Administration and the schools. Use of the system by employees or employee organizations shall be with prior approval of the Superintendent or his/her designee.

Distribution of printed materials, flyers, photographs, or other visual or auditory materials not originating within District schools to students or staff shall have prior approval of the Superintendent or his/her designee.

Date Adopted: November 17, 2008

Last Revised:

## **6.9—Media Relations and News Releases**

It is important that the District maintain good relations with the media. The Superintendent or his/her designee shall devise and implement a plan for the release of pertinent information to the media regarding educational programs, awards, or other student and staff achievements, and special events. The plan shall not require schools to clear the release of public service announcements through the District Administration prior to their release, but may require schools to obtain the approval of the Superintendent prior to the release of any statistical type data.

The District shall attempt, within reason, to accommodate media requests for interviews and shall endeavor to be fair and impartial in its treatment of media representatives.

The release of information to the media shall be done in a timely manner, either by written releases or by telephone interviews, to keep patrons abreast of newsworthy District achievements and shall strive to be factual and objective with personal opinions duly noted.

The Board encourages students and staff to participate in academic competitions and programs. Awards earned in such endeavors shall be communicated to the media. Award recipients may also be recognized at Board meetings.

Date Adopted: November 17, 2008

Last Revised:

## **6.10—Sex Offenders on Campus (Megan’s Law)**

The Ouachita River School District shall work with area law enforcement in a manner consistent with applicable state law and Division of Elementary and Secondary Education Rules to communicate the presence of a sexual offender. When necessary, law enforcement may contact building principals to provide information concerning registered sex offenders. The decision regarding the school principals to be notified rests solely with law enforcement officials; law enforcement officials use a rating system to determine who needs to be notified, which is according to the sex offender’s dangerousness to the community.

In turn, building principals should notify any employee who is regularly in a position to observe unauthorized persons on or near the school’s property in the ordinary course of their employment. Employees notified could include any of the following: 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 who receive sex offender notifications understand that they are receiving the 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, the organization 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. District personnel may inform the press about procedures that 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 that is appropriate for a parent, 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;
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, but not a Level 4, sex offender may attend a school sponsored event for which an admission fee is charged or tickets are sold or distributed if the sex offender:

- Is the parent, guardian, great-grandparent, or is related by blood or marriage within the second (2nd) degree of consanguinity<sup>1</sup> to a student enrolled in the public school;<sup>2</sup> and
- Notifies the administration of the school in writing at least twenty-four (24) hours before the start of the event that he or she will be attending the event.

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: Division of Elementary and Secondary Education Guidelines for "Megan's Law"  
A.C.A. § 5-14-132  
A.C.A. § 12-12-913 (g)(3)  
A.C.A. § 28-9-212

## **6.11— Parent, Family, and Community Engagement - District**

The Ouachita River School District understands the importance of involving parents, families, and the community as a whole in promoting higher student achievement and general good will between the district and those it serves. Therefore, the district shall strive to develop and maintain the capacity for meaningful and productive parent, family, and community engagement that will result in partnerships that are mutually beneficial to the school, students, parents, families, and the community. To achieve such ends, the district shall work to:

1. Involve parents, families, and the community in the development of the long range planning of the district;
2. Give the schools in the district the support necessary to enable them to plan and implement effective parent, family, and community engagement activities;
3. Have a coordinated engagement program where the engagement activities of the district enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
4. Explain to parents, families, and the community the State's academic and achievement standards; State and local student assessments; how the district's curriculum is aligned with the state's academic standards and assessments; and how parents, families, and the community can work with the district to improve students' academic achievement;
5. Provide parents and families with the materials and training they need to be better able to help their child achieve. The district may use parent resource centers or other community based organizations to foster parent and family engagement and provide literacy and technology training to parents.
6. Educate district staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent, family, and community engagement programs that will promote positive partnerships between the school and parents, families, and the community;
7. Keep parents, families, and the community informed about parent, family, and community engagement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents and families can understand;
8. Find ways to eliminate barriers that work to keep parents and families from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
9. Find and modify other successful parent, family, and community engagement programs to suit the needs of our district;
10. Train parents, families, and the community to enhance and promote the involvement of other parents, families, and members of the community;
11. Provide reasonable support for other parent, family, and community engagement activities as parents, families, and the community may reasonably request.

To ensure the continued improvement of the district's parent, family, and community engagement program, the district will conduct an annual review of its parent, family, and community engagement policies to examine their effect on promoting higher student achievement. The review shall be done by a committee consisting of parents and other community members, certified and classified staff, and member(s) of the administration.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Legal References: 20 U.S.C. § 6318  
A.C.A. § 6-15-1702  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-1704  
A.C.A. § 6-28-116  
Division of Elementary and Secondary Education Rules Governing Parental  
Involvement Plans and Family and Community Engagement  
Commissioner's Memo COM-20-021

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **6.12— Parent, Family, And Community Engagement - School**

Ouachita River School understands the importance of involving parents, families, and the community as a whole in promoting higher student achievement and general good will between the school and those it serves. Therefore, Ouachita River School shall strive to develop and maintain the capacity for meaningful and productive parent, family, and community engagement that will result in partnerships that are mutually beneficial to the school, students, parents, families, and the community. To achieve such ends, the school shall work to:

1. Involve parents, families, and the community in the development and improvement of Title I programs for the school;
2. Have a coordinated engagement program where the engagement activities of the school enhance the involvement strategies of other programs such as Head Start, HIPPIY, Parents as Partners, Parents as Teachers, ABC, ABC for School Success, area Pre-K programs, and Even Start;
3. Explain to parents, families, and the community the State's academic and achievement standards; State and local student assessments; and how the school's curriculum is aligned with the state's academic standards and assessments; and how parents, families, and the community can work with the school to improve students' academic achievement;
4. Provide parents and families with the materials and training they need to be better able to help their child achieve. The school may use parent resource centers or other community based organizations to foster parent and family engagement and provide literacy and technology training to parents.
5. Educate school staff, with the assistance of parents, in ways to work and communicate with parents and to know how to implement parent, family, and community engagement programs that will promote positive partnerships between the school and parents, families, and the community;
6. Keep parents, families, and the community informed about parent, family, and community engagement programs, meetings, and other activities they could be involved in. Such communication shall be, to the extent practicable, in a language the parents and families can understand;
7. Find ways to eliminate barriers that work to keep parents and families from being involved in their child's education. This may include providing transportation and child care to enable parents to participate, arranging meetings at a variety of times, and being creative with parent/teacher conferences;
8. Find and modify other successful parent, family, and community engagement programs to suit the needs of our school;
9. Train parents, families, and the community to enhance and promote the involvement of other parents, families, and members of the community;

10. Provide reasonable support for other parent, family, and community engagement activities as parents, families, and the community may reasonably request.

To help promote an understanding of each party's role in improving student learning, Ouachita River School shall develop a compact that outlines the responsibilities of parents, students, and the school staff in raising student academic achievement and in building the partnerships that will enable students to meet the State's academic standards.

Ouachita River School shall convene an annual meeting, or several meetings at varying times if necessary to adequately reach parents and families of participating students, to inform parents and families of the school's participation in Title I, its requirements regarding parent, family, and community engagement, and the parents right to be involved in the education of their child.

Ouachita River School shall, at least annually, involve parents, families, and the community in reviewing the school's Title I program and parent, family, and community engagement policy in order to help ensure their continued improvement.

This policy shall be part of the school's Title I plan and shall be distributed to parents of the district's students and provided, to the extent practicable, in a language the parents can understand.

Legal References: 20 U.S.C. § 6318  
A.C.A. § 6-15-1702  
A.C.A. § 6-15-1703  
A.C.A. § 6-15-1704  
A.C.A. § 6-28-116  
Division of Elementary and Secondary Education Rules Governing Parental Involvement Plans and Family and Community Engagement  
Commissioner's Memo COM-20-021

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **Section 7 – BUSINESS and FINANCIAL MANAGEMENT**

### **7.1—Fiscal Year**

The District's fiscal year shall begin July 1 and end on the following June 30.

Legal Reference: A.C.A. § 6-20-410

Date Adopted: November 17, 2008

Last Revised:

### **7.2—Annual Operating Budget**

The Superintendent shall be responsible for the preparation of the annual operating budget for the District. The Superintendent shall present the budget to the Board for its review, modification, and approval.

The budget shall be prepared in the electronic format as prescribed by the State Board of Education and filed with the Division of Elementary and Secondary Education no later than September 30 of each year.

The approved budget shall provide for expenditures that are within anticipated revenues and reserves. The District Treasurer shall present monthly reconciliation reports and a statement on the general financial condition of the District monthly to the Board.

Any changes made to the budget shall be in accordance with District policy and state law.

Legal References: A.C.A. § 6-13-701(e)(3)  
A.C.A. § 6-20-2202

Date Adopted: November 17, 2008  
Last Revised: June 24, 2019

### **7.3—Millage Rate**

At least sixty (60) days in advance of the school election when the electors shall determine the annual ad valorem property tax for the District, the Board shall publish at least one time in some newspaper published or having a bona fide circulation in the county<sup>1</sup> where the district's property lies the District's proposed budget, which shall include a millage rate sufficient to provide the funds necessary for the District's operation.

The District shall file with the county clerk of the county where the District is administratively domiciled the language required to submit the rate of tax for the District to the voters during the annual school election as soon as that language becomes available but no later than:

- Seventy-two (72) days before the annual school election in odd years and even years when the governor appears on the ballot at the general election; and
- eighty-nine (89) days before the annual school election in even years when the President of the United States appears on the ballot at the general election.

Legal References: A.C.A. § 6-13-622  
A.C.A. § 6-14-111  
Arkansas Constitution: Article 14 Section 3 ~~(c)~~ as amended by Amendment 74

Date Adopted: November 17, 2008  
Last Revised: May 22, 2023

### **7.4—Grants and Special Funding**

The Superintendent or his/her designee may apply for grants or special funding for the District. Any grants or special funding that require matching District resources shall receive Board approval prior to the filing of the grant's or special resource's application.

Date Adopted: November 17, 2008  
Last Revised:

## **7.5—Purchases of Commodities**

Purchases shall be made in accordance with State laws and procurement procedures governing school purchases that are deemed to be in the best interest of the District and are the result of fair and open competition between qualified bidders and suppliers. No bids shall be taken for professional services.

### **DEFINITIONS**

“Commodities” are all supplies, goods, material, equipment, computers, software, machinery, facilities, personal property, and services, other than personal and professional services, purchased on behalf of the District.

“Micro-purchases” are purchases with a value of less than:

- Ten thousand dollars (\$10,000) when purchased with Federal funds; or
- The State bid purchase threshold for purchases for the District’s child nutrition programs when purchased with Federal funds.

“Professional services” are legal, financial advisory, architectural, engineering, construction management, and land surveying professional consultant services.<sup>1</sup>

“Specifications” means a technical description or other description of the physical and/or functional characteristics of a commodity.

“State bid purchase threshold” means the purchase threshold amount set in A.C.A. § 6-21-304 and updated by Commissioner’s Memo that requires District purchases be through the District’s formal purchase procedures, such as sealed bids.

### **Commodities**

The superintendent shall develop procedures for the procurement of micro-purchases that provide for the distribution of purchases between eligible vendors to the extent possible.

Purchases of commodities with a purchase price of more than \$ 24,800<sup>2</sup> require prior Board<sup>3</sup> approval; however, if an emergency exists, the Superintendent may waive this requirement.

The district shall notify in writing all actual or prospective bidders, offerors, or contractors who make a written request to the district for notification of opportunities to bid. The notification shall be made in sufficient time to allow actual or prospective bidders, offerors, or contractors to submit a bid or other appropriate response.<sup>4</sup>

The board shall accept bids submitted electronically by email or fax for any and all district purchases, unless specified to be submitted by other means or methods, and except those bids which have been specified to have a designated date upon which the bids shall be opened. The superintendent shall be responsible for ensuring submitted bids, whether written, faxed, or emailed, are retained in accordance with policy 7.15—RECORD RETENTION AND DESTRUCTION.

The district will not solicit bids or otherwise contract for a sum greater than twenty-five thousand dollars (\$25,000) with vendors that are on the “excluded parties list” if the contract is to be paid from federal grant funds.<sup>5</sup>

The District shall not knowingly enter into any type of transaction with an individual or entity that performs abortions; induces abortions; provides abortions; or offers or provides abortion referrals.

The District shall not engage in a boycott of energy, fossil fuel, firearms, and ammunition industries. The District shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract:

- Includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries; or
- Offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or
- Is for a total potential value of less than seventy-five thousand dollars (\$75,000).

All purchases of commodities with an estimated purchase price that equals or exceeds the micro-purchase threshold or the State bid purchase threshold shall be procured by soliciting bids.<sup>6</sup> Specifications shall be devised for all commodities to be bid that are specific enough to ensure uniformity of the bid and yet not so restrictive that it would prevent competitive bidding. The bid specifications shall not include the name or identity of any specific vendor. The Board reserves the right to reject all bids and to purchase the commodity by negotiating a contract. In such an instance, each responsible bidder who submitted a bid shall be notified and given a reasonable opportunity to negotiate.<sup>7</sup>

Bids shall be awarded after careful examination of the details of the bid to determine the best overall value to the District. In instances where the low bid was not accepted, a statement of the reasons the low bid was not accepted shall be attached to the bid. Bidders submitting written bids shall be notified in writing of the bid award.

Whenever possible, a preference will be given to small and minority businesses; women's business enterprises; and labor surplus area firms.<sup>8</sup>

The District shall provide a preference to Arkansas residents whenever the District is accepting bids to purchase materials and equipment as part of a construction project if:

- a. One (1) or more Arkansas residents who submitted bids made written claim for a preference at the time they submitted a bid; and
- b. An Arkansas resident's bid does not exceed the lowest qualified bid from a nonresident by more than five percent (5%).

If the qualifications for the Arkansas resident preference are met, then the District shall take the lowest bid from an Arkansas resident regardless of whether the Arkansas resident was one of the individuals who requested the preference.

The following commodities may be purchased with State funds without soliciting bids provided that the purchasing official<sup>9</sup> determines in writing that it is not practicable to use other than the required or designated commodity or service, and a copy of the written determination is attached to the purchase order:

3. Commodities in instances of an unforeseen and unavoidable emergency;
4. Commodities available only from the federal government;
5. Utility services;
6. Used equipment and machinery;<sup>10</sup> and
7. Commodities available only from a single source.<sup>11</sup>

Commodity purchases with Federal funds may be purchased without soliciting bids only when one or more of the following circumstances apply:

1. The item is available only from a single source;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or appropriate unit of the Division of Elementary and Secondary Education expressly authorizes the noncompetitive purchase in response to a written request from the District; or
4. After solicitation of a number of sources, competition is determined inadequate.

The District may purchase a new motor vehicle, other than a school bus, without soliciting bids if, at the time of the purchase, the:

- a. Purchase is from a motor vehicle dealer licensed in Arkansas;
- b. Purchase price of the motor vehicle does not exceed the fleet price awarded by the Office of State Procurement; and
- c. Motor vehicle to be purchased is the same make and model motor vehicle as the make and model the fleet price was awarded for by the Office of State Procurement.

Prospective bidders, offerors, or contractors may appeal to the district's superintendent if they believe the district failed to follow district bidding and purchasing policy or state law.

Any award of a contract shall be subject to revocation for ten (10) working days from:

- The initial awarding of the contract; or
- If an appeal is received, resolution of the appeal.

The intent is to provide prospective bidders, offerors, or contractors the opportunity to appeal the bid award if they believe the facts warrant an appeal. Any appeal shall be **in writing by certified mail** and received by the district office, "attention to the superintendent" within seven (7) calendar days following the initial and revocable award of the contract.

If the district receives an appeal of a bid award, they shall notify, in writing, those prospective bidders, offerors, or contractors who have made a written request to the district for notification of opportunities to bid that an appeal has been submitted. The notification shall state:

- that the contract award has been halted pending resolution of the appeal and could be revoked;
- the reasons for the appeal;
- that the recipient of the letter may respond to the protested issues identified in the appeal;
- the date the decision on the appeal will be made and notification sent;
- that if the appeal is upheld, the bidding process will be re-opened;
- that if the bidding is re-opened, changes will be made to the request for bids as necessary to satisfy the reasons for upholding the appeal.<sup>12</sup>

The sole authority to resolve any appeal made relating to this policy shall rest with the superintendent. The superintendent's decision shall be final and conclusive. In the event the district upholds an appeal, the sole responsibility of the district to the aggrieved bidder(s) shall be the re-opening of the bidding process.

Except when prohibited by law<sup>13</sup>, the District reserves the right to extend or renew a contract that was previously awarded under the process governed by this policy and law, provided the extension or renewal meet the following criteria:

1. The equipment and services provided under the extended or renewed contract meets or exceeds the specifications of the original bid.
2. The extended or renewed contract agreement complies with the state of Arkansas's documentation requirements.
3. The cost of the extended or renewed contract is the same or less than the original contract.



4. The extension or renewal is approved by the local school board.

### **Professional Services**

The District does not use a bidding process when procuring professional services. Instead, when the District needs to procure professional services, the District shall:

1. Select three (3) qualified firms;
2. Determine the most qualified firm by considering, at a minimum, the:
  - Specialized experience and technical competence of the firm with respect to the type of professional services required;
  - Capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
  - Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
  - Firm's proximity to and familiarity with the area in which the project is located;
3. Negotiate a contract for the project with the most qualified firm.

When negotiating a contract, the District and the selected firm shall jointly prepare a detailed, written description of the scope of the proposed services. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated and the District shall negotiate a contract with the next most qualified firm. In the event the District is unable to negotiate a contract with any of the original selected firms, the District shall reevaluate the necessary professional services, including the scope and reasonable fee requirements, and return to step one.

The District encourages firms who provide professional services to submit annual statements of qualifications and performance data to the District. The District shall request any additional information as needed for a particular public project.

Legal References: A.C.A. § 6-18-2201 et seq.

A.C.A. § 6-21-301, 303, 304, 305, 306, 307

A.C.A. § 6-24-101 et seq.

A.C.A. § 15-4-3801 et seq.

A.C.A. § 18-44-503

A.C.A. § 19-11-259

A.C.A. § 19-11-801 et seq.

A.C.A. § 22-9-203

A.C.A. § 25-1-1002

DESE rules Governing the Student Protection Act

2 C.F.R. § 200.67

2 C.F.R. § 200.319

2 C.F.R. § 200.320

2 C.F.R. § 200.321

2 C.F.R. § 200.324

48 C.F.R. § 2.101

Local Policy

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **7.5F2—Food Services Commodities Bidder Affidavit**

NAME OF SCHOOL DISTRICT:

NAME OF COUNTY:

I, \_\_\_\_\_, hereby state:

(1) I am the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

(5) I hereby certify that the bid, unless specifically exempted by the USDA, is for agricultural commodities that have been produced in the U.S. or if the bid contains food products that at least 51% of food in the product was produced in the U.S. I understand that the district shall not accept any product that does not meet this requirement and is not liable for any loss I may incur as a result of such refusal to accept.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Revised Date: July 15, 2013

## **7.6—Activity Account**

The District shall maintain an account of activity funds. The funds for the account are those revenues derived from the sale of tickets to athletic contests or other school sponsored activities; the sale of food other than that sold in the cafeteria; the sale of soft drinks, school supplies, and books; and fees charged by clubs and organizations.

Activity funds are considered "school funds" and as such may only be spent for school related purposes.

The Superintendent shall be the custodian of all activity funds and shall be responsible and accountable for the funds. The Superintendent may appoint a co-custodian for each school in the District who shall also be responsible for the activity funds he/she maintains.

Legal References: A.C.A. § 6-13-701(g)  
A.C.A. § 6-20-417

Date Adopted: November 17, 2008  
Last Revised: June 24, 2019

### **7.7—Cash in Classrooms**

No cash or checks are to be left in any classroom overnight. Staff, other than the District bookkeeper, who collects funds in the course of their employment should deposit the funds daily with the bookkeeper. Bookkeepers should deposit daily, unless otherwise directed by the superintendent or business manager.

Date Adopted: November 17, 2008  
Last Revised: May 21, 2012

### **7.8—Personal Property**

To avoid confusion and the potential for misunderstandings, District staff who brings personal property to school to use in the performance of their jobs should label the items with their names. Any such items should be removed from the school at the close of school each year. The District assumes no responsibility for damage to, or the loss of, personal property brought to District facilities by District staff.

Legal References: A.C.A. § 6-21-114(d)  
Arkansas Commission for Public School Academic Facilities and Transportation Rules  
Governing Property Insurance Requirements

Date Adopted: November 17, 2008  
Last Revised:

### **7.9—Property Insurance**

The Superintendent shall be responsible, with approval of the Board, for maintaining adequate insurance coverage for all District properties. At a minimum, the District will purchase insurance coverage sufficient to meet the requirements by the Arkansas Commission for Public School Academic Facilities and Transportation.

Date Adopted: November 17, 2008  
Last Revised: June 2, 2011

### **7.10—Public Use of School Buildings**

It is the policy of the Board that District school buildings<sup>1</sup> may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use.<sup>2</sup> The fee schedule shall be individualized for each school facility and shall be based on a formula<sup>3</sup> that allows the District to reclaim the actual costs incurred by the District from the use of the facility.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

The District shall also require **any** non-school related group using a district facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.<sup>4</sup>

Organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms<sup>5</sup> of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle.<sup>6</sup>

Legal References:   A.C.A. § 5-73-119  
                          A.C.A. § 5-73-120  
                          A.C.A. § 6-10-130  
                          A.C.A. § 6-21-101  
                          Arkansas Constitution Article 14, § 2

Date Adopted: November 17, 2008  
Last Revised: June 24, 2019

## **7.11—Use of School Funds for Political Purposes**

School funds shall not be used for political, charitable, or humanitarian purposes.

No employee of the District shall use school time, school property, school personnel, or school equipment for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue or ballot issue whether partisan or non-partisan. School employees may participate as part of a community organization which is renting a school facility for a political purpose.

Any school employee found guilty or who pleads guilty, or nolo contendere to the use of District funds to support any ballot measure shall be immediately suspended, and recommended for termination by the superintendent.

The Board of Directors is not prohibited from expressing an opinion on a ballot measure through the passage of resolution or proclamation. School employees are allowed to verbally express their views on a ballot measure other than in an attempt to persuade a student to the employee's point of view.

District employees and members of the Board of Directors may incur incidental expenditure of District funds for travel costs when speaking at an event in which a ballot measure is discussed if the subject matter of the speaking engagement is within the scope of the person's official duties and responsibilities.

District funds may be used to disseminate public information at a public speaking engagement. The incidental use of District resources may be used to prepare an analysis of the public information if such information is within the scope of the person's official duties and responsibilities.

Date Adopted: November 17, 2008

Last Revised: July 15, 2013

## **7.12—Expense Reimbursement**

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. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

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.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

### **Reimbursable Expenses**

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place, and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS (42 cents per mile) and shall be based on the shortest, most reasonable, route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Meals shall be reimbursed for the actual expense incurred up to a daily limit of \$45.00. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are not lavish and are reasonable based on circumstances. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay. Employees will not be reimbursed for tips.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place, and purpose of the travel must be submitted along with a receipt for the overnight accommodations. 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 the travel;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel; and

### **Credit Cards**

Employees may use the school's credit card with prior approval by the principal in the performance of their jobs to purchase goods, services, or supplies on behalf of the district. Employees who incur reimbursable expenses as defined in this policy may pay for them initially by any means they choose and then submit their request for reimbursement, provided they received prior approval from their principal and submit the proper documentation. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee. Employees are not allowed to tip using the school's credit card, if a tip is charged to the school's credit card, it will be the employees responsibility to reimburse the school for the amount of the tip.

### **Airport Associated Expenses**

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle service to his/her hotel or meeting site. 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. The district shall not reimburse for any kind of rental car supplemental insurance.

### **Local Policy**

Date Adopted: November 17, 2008

Last Revised: June 26, 2023

## **7.13—Management and Disposal of District Property**

### **Definitions**

For the purposes of this policy, the following definitions apply:

“Commodities” are all supplies, goods, material, computers, software, machinery and other equipment purchased on behalf of the district having a useful life of more than one (1) year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

“Fair market value” means the amount a reasonable buyer would be willing to pay for a particular piece of property based on an objective set of criteria, which may include, but are not limited to: any improvements or damage to the property; the demand for similar property; the selling price for the property by the producer of the property or re-sale outlets; and the value of the property as determined by an independent appraiser.<sup>1</sup>

“Real property” is land and whatever is erected or affixed to land, such as structures or buildings.

“Surplus commodities” are those commodities that are no longer needed, obsolete, irreparable, or worn out.

“Surplus real property” is real property that is not presently needed or foreseen to be needed by the District, and that has been authorized for sale as surplus real property by vote of the School Board. Surplus real property may include unused or underutilized facilities.

“Trash” are those items that would otherwise belong to another category of goods or property defined in this policy, but which, due to the property’s age or an act of God, have less value than it would cost to repair the item. Examples could include, but are not limited to, fire damage, vehicle accidents, extreme age, and/or decline in value of the item.

“Unused or underutilized facility” means a school facility or other real property that:

- As a whole or in a significant portion, is not being used for a public educational, academic, extracurricular, or administrative purpose and the nonuse or underutilization threatens the integrity or purpose of the school facility or other real property as a public education facility; and
- Is not subject to either a lease to a third party for fair market value or an executed offer to purchase by a third party for fair market value as of July 30, 2017.

### **General Policy**

The District’s purchases of commodities shall be in accordance with Policy 7.5—PURCHASES AND PROCUREMENT and, to the extent applicable, the procurement requirements of any granting source of funding used to purchase the commodity. The Superintendent shall develop procedures governing the use, management, and dispersal of commodities. At a minimum, the procedures will cover the following topics:

- labeling all commodities<sup>2</sup>;
- establishing adequate controls to account for their location, custody, and security;
- annually auditing the inventory of commodities and updating a listing of such commodities to reconcile the audit with the district’s inventory records. The audit will be documented and account for any transfer and/or disposal of a commodity.
- Disposing of surplus commodities and surplus real property, whether purchased in whole or in part with federal grant funds or with local funds.

The disposal of school property must be for the benefit of the school district and consistent with good business principles.

### **Disposal of Surplus Commodities**

The Board of Directors recognizes that commodities sometimes become of no use to the District and thus meet this policy’s definition of surplus commodities.

The Superintendent or designee(s) will determine the objective fair market value (FMV) of surplus commodities. The District will strive to dispose of surplus commodities at or near their FMV.<sup>3</sup>

The Superintendent may declare surplus any commodity with an FMV of less than one thousand dollars (\$1,000). Surplus commodities with an FMV of less than one thousand dollars (\$1,000) will be periodically sold by the most efficient, cost effective means that is likely to result in sales at or near FMV.

The Superintendent may submit a list of surplus commodities deemed to have a FMV of one thousand dollars (\$1,000) or greater to the Board of Directors for authorization to sell such surplus commodities. Once the Board of Directors has authorized the sale of such surplus commodities, the Superintendent or designee(s) may sell that surplus commodity as the need arises. Items with a FMV of one thousand dollars (\$1,000) or greater will be sold by the most efficient, cost effective means that is likely to result in sales at or near FMV. If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold commodities may then, at the discretion of the Superintendent, be disposed of as scrap or junk or be donated to appropriate charitable or education related entities. Computer or technology equipment will be cleansed of data prior to disposal.

### **Disposal of Surplus Real Property**

The Board of Directors recognizes that real property it owns sometimes becomes no longer of use to the District and thus meets this policy's definition of surplus real property.

By February 1 of each year, the District shall submit a report to the Division of Public School Academic Facilities and Transportation (Division) that identifies all unused or underutilized school facilities in the District and the unused or underutilized school facilities, if any, that are designated in the District's facilities master plan to be re-used, renovated, or demolished as part of a specific committed project or planned new construction project.

If the Division classifies a District facility or District real property as being unused or underutilized, the District may appeal the Divisions determination to the Commission for Public School Academic Facilities and Transportation (Commission).

The District shall make unused or underutilized public school facilities available for lease<sup>4</sup> for no more than FMV<sup>5</sup> to any open-enrollment public charter school (charter) located within the District's geographic boundaries that makes a request under the charter's statutory right of access unless the District makes an affirmative showing by a preponderance of the evidence to the Commission that:

1. The school facility, or the property to which the school facility is attached, will be needed by the District to accommodate future growth of the District; or
2. Use of the school facility or other real property by a charter would have a materially negative impact on the overall educational environment of an educational campus located within five hundred feet (500') of the school facility or other real property sought to be leased by the charter.

The terms of a lease executed between the District and a charter shall provide that the lease shall be cancelled and be of no effect if the charter:



- a. Fails to use the facility or other real property for direct student instruction or administrative purposes within two (2) years of the effective date of the lease;
- b. Closes, has its charter revoked, or has its charter application denied by the charter authorizer; or
- c. Initially uses the facility or other real property, but then leaves the facility or other real property unused for more than one hundred eighty (180) days.

If requested or agreed to by the charter, The District may sell the unused or underutilized facility or other real property to the charter for FMV.

If the District decides to sell, lease, or otherwise transfer ownership of a District facility, a charter<sup>6</sup> located within the District's geographic boundaries shall have a right of first refusal to purchase or lease the facility for FMV. The charter's right of first refusal shall continue for two (2) years after the date the District last used the school facility or other real property as an academic facility.

If the District decides to sell or lease a District facility or other real property that has been identified by the Division as an unused or underutilized school facility to a third party that is not a charter, then the District may not sell or lease the facility until the later of:

- Two (2) years after the date the facility or other real property is identified by the division as an unused or underutilized public school facility, so long as no charter has claimed a right of access or a right of first refusal; or
- Three (3) years from the date the District facility or other real property has been identified by the division as an unused or underutilized public school facility if the District designated the facility or other real property to be reused, renovated, or demolished as part of a specific committed project or planned new construction project in the District's facilities master plan.

The District may petition the division for a waiver of the time restrictions for the sale or lease of a District's unused or underutilized facility. The petition shall include a statement that the District believes that no charter would be interested in leasing or purchasing the unused or underutilized school facility. If the District receives a waiver, the District may immediately sell, lease, or otherwise dispose of the unused or underutilized facility. The District may appeal the denial by the Division of a waiver to the Commission.

The Superintendent may submit a request to the Board of Directors for authorization to sell surplus real property. Once the Board of Directors has authorized the sale of such surplus real property, the Superintendent or designated individual(s) may sell that surplus real property as the need arises and this policy allows. The Superintendent or designee(s) shall be responsible for getting a determination of the objective FMV of surplus real property<sup>5</sup>. The district will strive to dispose of surplus items at or near their FMV. The real property may be listed for sale with a real estate broker, and the Superintendent or designated individual may contract on behalf of the district to pay the usual and customary sales commission for such transactions, upon sale of the property.

If the Superintendent chooses to dispose of the surplus items by bid, the Superintendent or designee(s) may set a minimum or reserve price on any item, and may reject all bids. The Superintendent or designee is authorized to accept the high bid<sup>7</sup> provided the high bid is at or near FMV without further Board action unless the high bid comes under the jurisdiction of Arkansas ethics legislation, in which case the provisions of A.C.A. §§ 6-24-101–107 would apply.

If attempts at public sales fail to produce any interested buyers or bidders, such remaining unsold real property may then, if agreed to by the Superintendent and Board of Directors, be donated to appropriate education related entities, not-for-profit organizations, the county, city, or incorporated town in accordance with the provisions of state law.<sup>8</sup>

Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.

The District may not make a part of the disposal of District real property a covenant that prohibits the sale or lease of former District facilities or other real property to a charter that is located within the District's geographic boundaries.

### **Disposal of Surplus Real Property After Consolidation**

Except as otherwise prohibited by this policy, real property of a consolidated school district that is no longer being used for educational purposes and has not been sold, preserved, leased, or donated two (2) years after the effective date of consolidation shall be made available for use by a publicly supported institution of higher education, a technical institute, a community college, a not-for-profit organization, a county, a city, or incorporated town by the Board of Directors for the following purposes:

- Having the real property preserved, improved, upgraded, rehabilitated, or enlarged by the donee;
- Holding of classes by statutorily authorized education related entities; or
- Providing community programs and beneficial educational services, social enrichment programs, or after-school programs.

### **Trash**

Trash, as defined in this policy, may be disposed of in the most cost efficient or effective method available to the district.

Legal References: A.C.A. § 6-13-111  
A.C.A. § 6-13-620  
A.C.A. § 6-21-108  
A.C.A. § 6-21-110  
A.C.A. § 6-21-803  
A.C.A. § 6-21-806  
A.C.A. § 6-21-815  
A.C.A. § 6-21-816  
A.C.A. § 6-24-101–107  
2 C.F.R. § 200.311  
2 C.F.R. § 200.313

Date Adopted: February 25, 2013

Last Revised: May 22, 2017

### **7.14—Use of District Cell Phones and Computers**

Board members, staff, and students shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees may be issued District cell phones if their position requires the employee be available at all times for work related emergencies or the employee be available to speak with others on school related business when the employee is away from the office. Employees issued cell phones for such purposes may use the phone for personal use on an "as needed" basis.<sup>1</sup>

Students who use school-issued cell phones and/or computers for non-school purposes, except as permitted by Policy 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES, shall be subject to discipline, up to and including suspension or expulsion.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, all employees and students 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:<sup>2</sup>

- Suspension for students; and
- Termination for employees.

Except when authorized in the SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES policies of 3.51 and 8.24, no employee or student shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violations may result in disciplinary action up to and including:<sup>3</sup>

- Suspension for students; and
- Termination for employees.

Cross References: 3.34—LICENSED PERSONNEL CELL PHONE USE  
3.51—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
4.47— POSSESSION AND USE OF CELL PHONES OTHER ELECTRONIC DEVICES  
8.24—SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES  
8.25— CLASSIFIED PERSONNEL CELL PHONE USE

Legal References: IRC § 132(d)  
IRC § 274(d)  
IRC § 280F(d)(4)  
IRS Publication 15 B  
A.C.A. § 6-19-120  
A.C.A. § 27-51-1504  
A.C.A. § 27-51-1609

Date Adopted: May 21, 2012

Last Revised: June 24, 2019

## **7.15—Record Retention and Destruction**

It is necessary to maintain district records in a manner that provides for efficient document storage and retrieval and is conducive to eliminating unnecessary record retention. Due to the variety of records that may need to be retained and accessed, the superintendent shall ensure that all staff receive appropriate training to understand this policy. Staff shall also understand the possible ramifications to the district and/or themselves for failure to properly maintain records and follow the requirements contained in this policy.

### **Definitions**

“Directly or directly interested” (“directly”) means receiving compensation or other benefits personally or to an individual’s household from the person, business, or entity contracting with the District.

“Indirectly or indirectly interested” (“indirectly”) means that a family member, business, or other entity in which the individual or a family member has a financial interest will receive compensation or benefits.

“Record” is defined for the purposes of this policy, as an item or items, whether electronic or material, that are created by, at the request of, or received by and purposefully retained by a board member, administrator, or employee in the ordinary course of District business. Examples include, but are not limited to:

- Any kind of correspondence;
- Calendars;
- Computer files and documents (which may include drafts);
- Telephone logs;
- Expense records;
- Audio or video recordings that are created for the purpose of monitoring the security of District property, the safety of District students, or open public meetings;
- Documentation related to transactions or contracts for:<sup>1</sup>
  - Services with Board members, administrators, employees, or members of their families covered under the statutorily defined ethical restrictions associated with a contract for services provided for the District involving a Board member, administrator, or employee who "directly or indirectly" benefits from the contract;
  - An exemption granted by the Division of Elementary and Secondary Education (DESE) from the statutorily defined ethical restrictions associated with a contract for employment or for services provided for the District that involves a District administrator, board member, or employee.

The superintendent shall be responsible for establishing a schedule for the routine destruction of district records that accommodates the needs of the district. The schedule shall specify the length of retention for any records not specifically delineated by this policy and be distributed to staff on a need-to-know basis according to their respective employment duties and responsibilities. The schedule should accommodate the need for records to be stored as a blend of printed, bound and electronically recorded (e.g., audio tape, video tape, micro-fiche, computer disk) material. The superintendent or designee shall ensure the effective and efficient securing, cataloging, storing, and appropriate scheduled destruction of all records.

The following records categories shall be retained for the time specified.

- a. Board of Education Minutes – forever
- b. Personnel files – forever
- c. Student files – until the student receives a high school diploma or its equivalent, or is beyond the age of compulsory school attendance<sup>2</sup>
- d. Student records of attendance/graduation – forever<sup>3</sup>
- e. Financial Records – five (5) years<sup>4</sup>
- f. Documentation, including letters of approval, related to transactions or contracts for services covered by this policy and Arkansas statutes for Board members or members of their families or for waivers granted to District employees - thirteen years<sup>5</sup>
- g. Documentation relating to payments or reimbursements made by a vendor on behalf of a board member, administrator, or employee for travel, lodging, food, registration, entertainment, or other expenses<sup>6</sup> – Three (3) years
- h. Employment applications, including applicant lists, applicant interview evaluations, documentation in response to requests for reasons for a failure to be interviewed and/or hired, and hiring determinations - five (5) years<sup>7</sup>
- i. Expenditures made with federal grant monies<sup>8</sup> – governed by the terms of each grant
- j. Video Surveillance Recordings – the timeline established in Policy 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
- k. Emails- The length of time set in the District’s Information Technology Security procedures<sup>9</sup>
- l. Documents filed with the IRS, including those required in Policy 7.23-Health Care Coverage and the Affordable Care Act – four (4) years

- m. Statewide assessment security agreement – Three (3) years
- n. Recordings of open public meetings – One (1) year
- o. Reports and related documentation filed with the Auditor of State on abandoned property – Ten (10) years
- p. Record of each query made of the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse and the results of each query – Three (3) years
- q. Employee consent to query the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse – Three (3) Years from the latest query
- r. Reports from the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration – Three (3) years

The superintendent or designee shall be responsible for determining when there is a need to interrupt the routine destruction of records.<sup>10</sup> When the superintendent or designee makes the decision to cease the routine disposal of records, staff affected by the decision shall be promptly informed of the decision and of the nature of records that are to be retained; such records shall be retained until the superintendent or designee has authorized their destruction. Employee training on the district's records retention schedule shall specifically include information on the records that may need to be retained due to pending disciplinary or legal actions that otherwise would be subject to routine disposal. If an employee has doubt about the need to retain any record otherwise scheduled for destruction, he/she shall consult with the superintendent or designee prior to destroying such records.<sup>11</sup>

The records' storage system devised by the superintendent and designee(s) shall be organized in a manner that enables the efficient retrieval of data and documents. The district shall have adequate backup of electronically stored critical data.<sup>12</sup> The system shall be communicated to employees in a manner that enables them to understand and follow the system's requirements.

In retaining and destroying records, no employee shall:

- Destroy, alter, mutilate, conceal, cover up, falsify, or make a false entry in any record that may be connected to a disciplinary matter or lawsuit or to a matter within the jurisdiction of a federal or state agency, in violation of federal law and regulations or state law and rules.
- Alter, destroy or conceal a document, or attempt to do so, with the intent to impair the document's availability for use in a disciplinary matter, lawsuit or an official proceeding or otherwise obstruct, influence or impede any lawsuit or official proceeding, in violation of federal law and regulations or state law and rules.
- Retaliate or discriminate against an employee who refuses to violate this policy or to coerce or threaten an employee to violate this policy.

Failure to follow the requirements set forth in this policy may result in disciplinary action against the employee(s), up to and including termination. The district's board of directors prohibits and will not tolerate any form of reprisal, retaliation or discrimination against any employee who, in good faith, has attempted to comply with this policy.

- Cross References
- 1.22—RECORDING OF BOARD MEETINGS
  - 3.19—LICENSED PERSONNEL EMPLOYMENT
  - 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT
  - 4.27—STUDENT SEXUAL HARASSMENT
  - 4.48—VIDEO SURVEILLANCE AND OTHER STUDENT MONITORING
  - 7.16—INFORMATION TECHNOLOGY SECURITY
  - 7.18—DISPOSAL OF NON-NEGOTIATED CHECKS OR UNCLAIMED PROPERTY
  - 8.13—CLASSIFIED EMPLOYMENT

## 8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

Legal References: A.C.A. § 5-1-102  
A.C.A. § 5-1-109(c)(2), (g)  
A.C.A. § 6-13-619  
A.C.A. § 6-17-104  
A.C.A. § 6-17-2301  
A.C.A. § 6-18-901  
A.C.A. § 6-24-102(8)(15)  
A.C.A. § 6-24-105(d)  
A.C.A. § 6-24-106(c)(6)  
A.C.A. § 6-24-107(c)  
A.C.A. § 6-24-115  
A.C.A. § 18-28-211  
A.C.A. § 21-3-302, 303  
A.C.A. § 25-19-106  
A.C.A. § 27-23-207  
DESE Rules Governing Ethical Guidelines and Prohibitions for Educational Administrators, Employees, Board Members, and Other Parties  
DESE Rules Governing the Arkansas Educational Support and Accountability Act  
26 C.F.R. § 31.6001-1  
34 C.F.R. § 99.2  
34 C.F.R. § 106.45  
49 C.F.R. § 382.701  
49 C.F.R. § 382.703  
Federal Rules of Civil Procedure Numbers 16, 26, 33, 34, 37, and 45

Date Adopted: November 17, 2008

Last Revised: May 24, 2021

### **7.16—Information Technology Security**

The superintendent shall be responsible for ensuring the district has the necessary components in place to meet the district's needs and the state's requirements for information technology (IT) security. To aid the superintendent in creating, monitoring, and updating the District's IT Security system, the superintendent shall appoint an information security officer (ISO). The ISO shall be responsible for:

- a) Overseeing the District-wide IT security system;
- b) Development of District IT policies and procedures;
- c) Development and leading of employee training on the IT Security requirements;
- d) Ensuring compliance with the adherence to the Division of Elementary and Secondary Education (DESE) IT Security standards.

The ISO shall work with other IT staff, the superintendent, and district management appointed by the superintendent to develop a District IT Security system necessary to meet the requirements of this policy and DESE's standards. The IT security system shall contain the necessary components designed to accomplish the following:

1. The District IT security system shall contain mechanisms, policies, procedures, and technologies necessary to prevent disclosure, modification, or denial of sensitive information.

For the purposes of the IT Security system, “sensitive data” is any and all student and employee data that is either personally identifiable information (PII) or any non PII information that, if assembled together, would allow a reasonable person to identify an individual. Sensitive data includes, but is not limited to:

- Student personally identifiable information, except as allowed by the Family Educational Rights and Privacy Act (FERPA);<sup>1</sup> and
- Employee personally identifiable information, except as required by Ark. Code Ann. § 6-11-129.

All District employees having access to sensitive information shall receive annual IT security training, which shall emphasize the employee’s personal responsibility for protecting student and employee information.

2. Physical access to computer facilities, data rooms, systems, networks and data will be limited to those authorized personnel who require access to perform assigned duties.

User workstations shall not be left unattended when logged into sensitive systems or data that includes student or employee information. Workstation settings shall be set for automatic log off and require a password for the system to restore from screensavers.

All equipment that contains sensitive information shall be secured to deter theft. No sensitive data shall be retained on laptops and/or remote devices (home computer, thumbdrives, cell phones, CDs, etc.) unless it is encrypted in accordance with the Arkansas State Security Office’s Best Practices.

Server rooms and telecommunication rooms/closets shall be protected by appropriate access control. The rooms shall be segregated from general school or District office areas to restrict access. Server room access control shall be enforced using a key<sup>2</sup> to allow unescorted access only to IT or management staff who require the access to perform their job functions.

3. Network perimeter controls will be implemented to regulate traffic moving between trusted internal (District) resources and external, untrusted (internet) entities. All network transmission of sensitive data shall enforce encryption where technologically feasible.

The District shall maintain a network configuration management program that includes at a minimum:

- a) A network diagram identifying all connections, addresses, and purpose of each connection including management approval of all high risk internet facing ports such as mail (SMTP/25), file transport protocol (FTP/20-21), etc.
- b) All public facing (internet) servers and workstations segmented on a demilitarized zone (DMZ) that keeps them separate from the internal District network. Segmentation shall be through VLANS<sup>3</sup>.

All wireless access shall require authentication. The DISTRICT wireless networks will deploy network authentication and encryption in compliance with the Arkansas State Security Office’s Best Practices. Scans for rogue wireless devices will be conducted at a minimum monthly. Any Rogue wireless device shall be disabled.

Remote access with connectivity to the District internal network shall be achieved using encryption. Appropriate WARNING BANNERS shall be implemented for all access points to the District internal network.

4. System and application access will be granted based upon the least amount of access to data and programs required by the user in accordance with a business need-to-have requirement.

The District shall enforce strong password management for:

- Employees and contractors as specified in Arkansas State Security Office Password Management Standard.
- Students as specified in Arkansas State Security Office K-12 Student Password Management Best Practice.

User access shall be limited to only those specific access requirements necessary for an employee to perform his/her job functions. Where possible, segregation of duties shall be utilized to control authorization access.

User access shall be granted and terminated upon timely receipt of a documented access request/termination. All access requests shall require approval by the ISO or designee. Ongoing access shall be reviewed for all users at a minimum annually.

Audit and log files shall be generated and maintained for at least ninety (90) days for all critical security-relevant events, including but not limited to:

- Invalid logon attempts;
- Changes to the security policy/procedures; and
- Failed attempts to access objects by unauthorized users.

IT administrator privileges for operating system(s), database(s), and applications shall be limited to the minimum number of staff required to perform these sensitive duties.

5. Application development and maintenance for in-house developed student or financial applications will adhere to industry processes for segregating programs and deploying software only after appropriate testing and management approvals.

Any custom-built student or financial applications or supporting applications that interface, integrate with, or provide queries and reporting to/from student or financial systems shall be developed using a system development life cycle approach that incorporates at a minimum:

- a) Planning, requirements, and design;
- b) User acceptance testing (UAT);
- c) Code reviews; and
- d) Controlled migration to production.

Any changes to core or supporting applications that provide student or financial processing or reporting shall be implemented in a controlled manner that includes at a minimum:

- Documentation of any change, including changes to both infrastructure and application;
- Management approval of all changes; and
- Controlled migration to production, including testing as appropriate.

6. Monitoring and responding to IT related incidents will be designed to provide early notification of events and rapid response and recovery from internal or external network or system attacks.

The District shall develop and maintain an incident response plan to be used in the event of system compromise that shall include:

- a) Emergency contacts;<sup>4</sup>
- b) Incident containment procedures; and
- c) Incident response and escalation procedures.



7. To ensure continuous critical IT services, the District ISO will develop a business continuity/disaster recovery plan appropriate for the size and complexity of the District IT operations.

The district-wide business continuity plan shall include at a minimum:

- Procedures for performing routine backups at least weekly and the storage of backup media at a secured location other than the server room or adjacent facilities. Backup media shall be stored off-site a reasonably safe distance from the primary server room and retained in a fire resistant receptacle.
- A secondary backup processing location, such as another School or District building, shall be identified.
- A documented calling tree with emergency actions to include:
  - Recovery of backup data;
  - Restoration of processing at the secondary location; and
  - Generation of student and employee listings to ensure an accurate head count.

8. Server and workstation protection software will be deployed to identify and eradicate malicious software attacks such as viruses, spyware, and malware.

Spyware and virus protection software shall be installed, distributed, and maintained on all production platforms, including:

- a) File/print servers;
- b) Workstations;
- c) Email servers;
- d) Web servers; and
- e) Application and database servers.

Malicious software protection shall include:

- Weekly update downloads;
- Weekly scanning;
- The malicious software protection to be in active state (realtime) on all operating servers/workstations.

All security-relevant software patches shall be applied within thirty (30) days and critical patches shall be applied as soon as possible.<sup>5</sup>

Legal References: Commissioner's Memo RT-15-010  
A.C.A. § 4-110-101 et seq.  
A.C.A. § 10-4-429

Date Adopted: November 17, 2008

Last Revised: March 28, 2022

## **7.17—Food Service Prepayment**

### **Meal Charges<sup>1</sup>**

The district does not provide credit for students to charge for a la carte or other food and beverage items available for purchase in the school food service areas. A la carte or other food and beverage items may be purchased by either providing payment for the items at the time of receipt or by having a prepaid account with the District that may be charged for the items. Parents or students choosing to do so, may pay in advance for meals, a la carte, or other food and beverage items through any of the following methods:<sup>2</sup>

- Submitting cash or check payment at the school offices with the secretary, Administration Office, or at the designated payment box<sup>3</sup>;
- Depositing funds through the District’s online service; EZSchoolPay link located on the <http://www.ouachitariversd.org/> website, Facebook, and/or on the Home Access Center (HAC).

A student’s parents will be contacted by authorized District personnel regarding a student’s prepaid account balance at the following times :<sup>4</sup> Emails will be sent out through an automated system on Thursday mornings at 6:00 a.m. or by letter given to the student every Thursday, if no email address is on file.

### **Unpaid Meal Access<sup>6</sup>**

In accordance with Arkansas law, the District allows students whose accounts do not have enough funds to purchase a meal to receive an unpaid reimbursable meal at no charge. The district will notify a student’s parents:

- When the student’s prepaid account balance has dropped to the point that the student will begin receiving unpaid meals.

The unpaid meals provided to students will be the same reimbursable meal as the other students. Students who have submitted proper documentation to receive a meal modification in accordance with Policy 4.50—SCHOOL MEAL MODIFICATIONS shall receive the same type of modification for an unpaid meal.

Legal References: Commissioner’s Memo CNU-17-003  
 Commissioner’s Memo CNU-17-024  
 A.C.A. § 6-18-715

Local Policy

Date Adopted: November 17, 2008

Last Revised: December 21, 2020

## **7.17.1—Excess Food**

### **Definition**

“Excess food” means any food that remains after the serving of breakfast and lunch to students during the school day; however, “excess food” does not include any food that has expired, been opened, or been consumed.

Excess food shall be handled in accordance with U.S. Food and Drug Administration regulations and Arkansas Department of Health rules.

### **Excess Food Sold a la carte<sup>1</sup>**

Excess food may be sold a la carte no later than the day immediately following the day the excess food was served in the District’s school meal service.

### **Donation of Excess Food**

When it is not feasible for the District to reuse excess food, excess food may be donated to a non-profit organization, such as a community food bank, homeless shelter, or other nonprofit charitable organization.

The District's Child Nutrition Director (Director), after consultation with and approval by the superintendent, may identify a nonprofit "partner" that will accept the District's excess food. Before the District may donate food to the nonprofit partner, the Director shall obtain a copy of the nonprofit partner's 501(c)(3) documentation and contact information for use when excess food is available for donation.

Whenever excess food is donated, the Director shall document all of the following on the form provided by the Child Nutrition Unit:

1. What, how much and when excess food donations are made;
2. Who picks up the excess food for the nonprofit partner, including a signature along with the date and time of the pick up; and
3. Signature of the child nutrition staff when excess food is donated to the nonprofit partner.

Following the donation of excess food, the Director shall:

- a. Monitor excess food donations;
- b. Report excess food cost to administration; and
- c. Revise planned production and menus to minimize excess food.

The nonprofit partner shall agree to provide the District's students the first opportunity to receive the donated excess food. The superintendent, Director, and nonprofit partner shall work together to adopt procedures<sup>2</sup> for the providing of excess food to the District's students.

Legal References: A.C.A. § 6-18-716  
Commissioner's Memo CNU-16-033  
7 C.F.R. § 210.10  
7 C.F.R. § 210.11

Date Adopted: August 8, 2019

Last Revised: June 21, 2021

## **7.17.2—Non-Discrimination in Food Service Programs**

In accordance with Federal law and the U.S. Department of Agriculture (USDA) regulations, the Ouachita River School District shall not exclude from participation in, deny the benefits of, or subject to discrimination any individual as part of any of the District's food service programs on the basis of race, ethnicity, color, national origin, sex, sexual orientation, gender identity, age, or disability. The District shall not allow reprisal or retaliation against any individual for prior civil rights activity.

Food service program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain food service program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the District, Child Nutrition Unit of the Division of Elementary and Secondary Education of the Arkansas Department of Education, or the USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a food service program discrimination complaint, a Complainant should:

- Complete a USDA Program Discrimination Complaint Form (Form AD-3027), which can be obtained:
  - Online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>;

- Calling any USDA office at (866) 632-9992; or
- Writing a letter addressed to USDA that:
  - a. Contains:
    - 1. The complainant's name, address, and telephone number; and
    - 2. A written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation; and
  - b. Submitted to USDA by:
    - 1. Mail:
      - U.S. Department of Agriculture
      - Office of the Assistant Secretary for Civil Rights
      - 1400 Independence Avenue, SW
      - Washington, D.C. 20250-9410;
    - 2. Fax at either:
      - (833) 256-1665; or
      - (202) 690-7442; or
    - 3. Email:
      - program.intake@usda.gov

The Ouachita River School District is an equal opportunity provider.

Cross References: 4.50—SCHOOL MEAL MODIFICATIONS  
 4.51—FOOD SERVICE PREPAYMENT  
 4.58—FOOD SHARING AND ITS REMOVAL FROM FOOD SERVICE AREA  
 7.17—FOOD SERVICE PREPAYMENT  
 7.17.1—EXCESS FOOD

Legal References: Commissioner's Memo CNU-22-028  
 7 C.F.R. Parts 15, 15a, and 15b  
 7 C.F.R. § 210.23  
 20 U.S.C. 1681 et seq.  
 29 U.S.C. 794 et seq.  
 42 U.S.C. 2000d et seq.),  
 42 U.S.C. 6101 et seq.  
 42 U.S.C. 12101 et seq.

Date Adopted: June 20, 2022  
 Last Revised:

## **7.18 – Disposal of Non-Negotiated Checks or Unclaimed Property**

State law specifies how the district is to dispose of retained funds in the form of issued but non-negotiated checks that have ~~been~~ not been presented for payment within one (1) calendar year. The district shall dispose of these retained funds in accordance with the law and remit the amount of all non-negotiated checks to the Unclaimed Property Division of the Arkansas Auditor's Office.

The district shall make a good faith effort to return physical items that have been left on district property to their rightful owners. When contact information is known for the owner of an item of a non-perishable nature left at the district, the district shall use the information to attempt to contact the owner to inform him/her of the location of the item. Owners of such items shall be given at least three (3) weeks<sup>1</sup> to pick up the item he/she left at the district. If the owner fails to pick up the item within the time allotted, the district may dispose of the item in a manner of its choosing.

The district is under no obligation to retain an abandoned, perishable item left on district property.

Legal References:    A.C.A. § 18-28-201  
                          A.C.A. § 18-28-202(a)(11), (c), (d)  
                          A.C.A. § 18-28-204  
                          A.C.A. § 18-28-206  
                          A.C.A. § 18-28-207  
                          A.C.A. § 18-28-208(a)  
                          A.C.A. § 18-28-210(b)(c)  
                          A.C.A. § 18-28-217  
                          A.C.A. § 18-28-221(a)  
                          A.C.A. § 18-28-224

Date Adopted: May 21, 2012

Last Revised: April 27, 2020

## **7.19—Service Animals in District Facilities**

In accordance with the provisions of the Americans with Disabilities Act and Arkansas statutes, service dogs and trained miniature horses<sup>1</sup> (service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual:

- a.     If the animal is required because of a disability; and
- b.     What work or task has the animal been trained to perform.<sup>2</sup>

While the district is not entitled to ask for documentation that the animal has been properly trained, ~~but~~ the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do **not** constitute work or tasks for the purposes of this policy; no animal brought solely for any of these reasons shall be permitted on school grounds.<sup>3</sup>

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

A service animal shall be groomed to prevent shedding and dander and shall be kept clean of fleas and ticks.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken; or
3. Making reasonable accommodations for the service animal's presence would fundamentally alter the nature of the service, program, or activity.

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The District and its staff are not responsible for the care or supervision of a service animal brought onto district property or into district facilities by an individual with a disability. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the parent is responsible for providing care and supervision of the animal. Prior to working in the school, any person responsible for providing care and supervision of the animal must go through the same process for background checks as required of all employees of the school system.

The District shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.<sup>4</sup>

Individuals should be aware that under Arkansas law the misrepresentation of an animal as a service animal or a service animal in training to a person or entity operating a public accommodation may subject the individual to a civil penalty.

Legal References: 28 CFR § 35.104  
28 CFR § 35.136  
28 C.F.R. § 36.302  
A.C.A. § 20-14-304  
A.C.A. § 20-14-308  
A.C.A. § 20-14-314  
A.C.A. § 20-14-1001 et seq.

Date Adopted: November 17, 2008

Last Revised: May 22, 2023

## **7.19.1—Therapy Animals**

## Definitions

“Therapy animal” means an animal that is a graduate of a program through an assistance dog organization that is a member of Therapy Dogs International or a similar nonprofit organization that attempts to select the highest standard of training for animals for the purpose of emotional support, well-being, comfort, or companionship to school district students. Therapy animals are the personal property of a school district employee or volunteer and are not owned by the school district. Therapy animals do not meet the definition of “service animals” under the Americans with Disabilities Act.

“Therapy animal handler” means an employee of the school district or volunteer who has received training and passed an evaluation from Therapy Dogs International or a similar nonprofit organization for handling a specific therapy animal and who will be handling and overseeing care of that specific therapy animal for the entire time the animal is on a District campus.

The District recognizes that specially trained therapy animals can provide educational benefits for District students. District staff who wish to have therapy animals made available to students shall submit a plan to the building principal. The proposal shall address all of the following areas:

1. The location for the therapy animal to be kept when the therapy animal is on campus, which must meet all of the following conditions:<sup>1</sup>
  - a. Direct access to the outdoors to permit the therapy animal to enter and exit the building without using the building’s interior hallways;
  - b. Free of an intake for the building ventilation system or an independent ventilation system;
  - c. Non-porous surfaces, including carpet-free floors, for easy hair removal, cleaning, and sanitation;
2. The proposed therapy animal or the therapy animal service provider:
  - a. The certification the proposed therapy animal has received, including the training required to receive the certification;
  - b. the credentials of the certification providers ;
  - c. Copy(ies) of the temperance evaluation (s) of the proposed therapy animal;
  - d. The credentials of the temperance evaluator(s);
  - e. Proof Demonstrating the therapy animal is current on all vaccinations;
3. Students:
  - a. The set(s) of students whom the therapy animal is intended to serve;
  - b. Proposed training to be provided to students on the appropriate behavior and treatment of the therapy animal;
  - c. Consequences for inappropriate treatment of the therapy animal;
  - d. The anticipated goals for and intended uses of the therapy animal;
4. The therapy animal’s handler must provide:
  - a. The individual(s) who will be responsible for handling the therapy animal;
  - b. Training obtained by the proposed handler(s);
  - c. The credentials of the providers of the handler’s training;
  - d. Proposed schedule for the handler(s) to provide necessary care for the therapy animal, including exercise, feeding, watering, bodily functions, and any cleanup resulting from caring for the animal; and
  - e. Proof of an insurance policy that provides liability coverage for the therapy animal while on District property.

The building principal may reject the proposal if:

- The proposal does not meet the requirements of this policy;
- The principal does not perceive any educational benefit to be achieved based on the information contained in the proposal;

- The building principal believes that the time required to meet the needs of the therapy animal is inconsistent with the assigned duties of the school employee(s) proposed as the therapy animal's handler(s); or
- The proposal is otherwise inconsistent with the needs of the school or school building.

The building principal shall submit any proposal the principal desires to be approved to the superintendent, or designee, for final review and approval. If the superintendent, or designee, approves the proposal, the superintendent, or designee, shall submit written approval for an individual documented therapy animal or for a therapy animal service before the individual animal or an animal provided by the therapy animal service may be present on a District campus.

Any approved therapy animal program may have its approval suspended or curtailed, at any time, for any reason. District employees shall not receive any additional pay, stipend, or compensation for providing the therapy animal or for being the handler and/or the owner of the therapy animal. The supervision and care of the approved therapy animal is solely the responsibility of the therapy animal handler(s) when the therapy animal is on a District campus. The therapy animal handler will assume full responsibility and liability for any damage to school district property or injury to district staff, students, or others while the therapy animal is on a District campus. The therapy animal handler must maintain an insurance policy that provides liability coverage for the therapy animal while on District property.

Approved therapy animals must be clean, well groomed, in good health, house broken, and be current on all vaccinations and immunizations. An approved therapy animal shall have appropriate identification identifying it as a therapy animal at all times while on District property. The therapy animal shall be under the control of the therapy animal's handler(s) at all times, which requires the therapy animal be attached to the therapy animal's handler by means of a leash or harness whenever the therapy animal is on District property and outside of its designated room.

The building principal is to receive a verbal report within fifteen (15) minutes of any act of aggression or defensive behavior by the therapy animal towards a human, which includes vocalizations such as growling, or any aggressive or inappropriate behavior by a student directed toward a therapy animal. A full written incident report shall be submitted to both the building principal and the superintendent, or designee, before the close of the following school day. An act of aggression or defensive behavior by a therapy animal shall result in:

- An immediate end of the current student's session with the therapy animal;
- The prohibition of any further interactions between the therapy animal and students for the remainder of the school day; and
- Exclusion of the therapy animal from campus until the superintendent, or designee, completes an investigation and authorizes the therapy animal's return to campus.

At no time will a therapy animal be taken through a District building to meet with a student. Students who have time scheduled with a therapy animal shall go to the room where the therapy animal is located. A student shall not schedule or attend a session with the therapy animal until the student's parents, or the student if over eighteen (18) years of age, provides written authorization for the student to use the services of a therapy animal.

If a student demonstrates symptoms of an allergic reaction during or after a session with the therapy animal, the student's parents shall receive written notification of the possibility of their student's allergy and that the student shall not have any future sessions with the therapy animal. If other student's in the same classroom demonstrate symptoms of an allergic reaction following a student's return to class after a session with the therapy animal, no further sessions with the therapy animal shall be scheduled for students in that classroom



and the parents of a student who demonstrated symptoms of an allergic reaction shall receive written notification of their student's possible allergy.

This policy is not intended to, and does not, allow students, parents, or staff to bring emotional support animals onto any District campus. Individuals who bring an animal onto a District campus that does not meet the definition of a service animal under policy 7.19—SERVICE ANIMALS or that has not been approved under this policy shall be asked to leave campus. Repeated violations may result in disciplinary or legal action.<sup>2</sup>

Cross Reference: 7.19—SERVICE ANIMALS

Date Adopted: February 26, 2018

Last Revised:

## **7.20 – Electronic Fund Transfers**

District funds shall only be disbursed by the district treasurer upon the receipt of checks or warrants signed by the District Board of Directors' Disbursing Officer and the Superintendent or through the electronic transfer of funds. Any electronic transfer of funds must be initiated by the District and authorized in writing by both the Disbursing Officer of the school district Board of Directors and the Superintendent.

For the purposes of this policy, "initiated by the District" means the District controls both the timing and the amount of the funds transfer.

The district treasurer shall maintain evidence of authority for the disbursement in the form of invoices, payrolls that conform with written contracts on file in his/her office, or other appropriate documentation indicating an authority to disburse District funds.

"Other appropriate documentation" includes one-time, signed authorization for recurring transactions. The Board of Directors Disbursing Officer must pre-authorize the electronic transfer of funds for non-recurring transactions which can be accomplished by a signed authorization or an email authorizing such a disbursement of funds.

Cross Reference: 1.16 —DUTIES OF BOARD DISBURSING OFFICER

Legal References: A.C.A. § 6-13-701(e)  
Commissioner's Memo Com-12-036

Date Adopted: May 21, 2012

Last Revised: June 24, 2019

## **7.21—Naming School Facilities**

Except as otherwise permitted in this policy or Arkansas law, the District shall not name any building, structure, or facility, paid for in whole or in part with District funds, for an individual living at the time of its completion who, in the ten (10) years preceding its construction, was elected, or held, a federal, state, county, or municipal office and received a salary for his/her service.

Exceptions to the preceding paragraph may be made when a building, structure, or facility is a constructed through the use of at least 50% private funds or, the name refers to:

1. an individual(s) living at the time of its completion and who has historical significance;
2. an individual who is or has been a prisoner of war; or
3. a living individual who is at least 75 years of age and is retired.

Date Adopted: July 15, 2013

Last Revised:

## **7.22—Private Sponsorship of Extracurricular Events**

The Superintendent, or designee, may negotiate for the private sponsorship of an event to take place during the time allotted for a half-time break of any of the District's interscholastic activities. The amount of time for a half-time break shall not be extended for the event.

The school district shall not discriminate against potential sponsors based on political affiliation, religion, or perceived message. The superintendent, or designee, may decline sponsorship for any of the following reasons:

- The sponsored event would conflict with school or school group presentations;
- The proposed event would be logistically impracticable due to the estimated time, required materials for the event, or for other reasons associated with the implementation of the event;
- The proposed event would make continuation of the interscholastic activity impracticable due to residual mess/trash resulting from the activity; or
- The proposed event would present an unacceptable safety risk to students or viewing audience.

The superintendent's, or designee's, decision to accept or decline the proposed sponsored event shall be final.

Any potential sponsor shall be required to demonstrate proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that would cover the event. The sponsor must also agree to indemnify the school against any damages to school property, school employees, students, or bystanders that arise as a result of the sponsored event as well as from any law suits that are filed in response to such damages.

There shall be no live or recorded speech, music, or other media provided by the sponsor used during the sponsored event. A member of the school's administration shall announce the name of the sponsor of the event and shall be present to assist in conducting the event. The school administrator shall be a neutral participant and shall only make content neutral statements during the event. To meet this standard, the administrator shall not promote or act in a manner that creates the appearance, or that could give the impression, that the District sponsors, endorses or otherwise agrees with the product, person/group, or event being promoted by the sponsor. No school employee may act as the representative of a sponsor or wear attire/apparel that is provided by the sponsor or that could be interpreted as promoting the sponsor's interests. Employees or representatives of/affiliated with the sponsor may be present at the event and stand with the member of school administration who is announcing and conducting the event; such employees/representatives of the sponsor may wear clothing identifying them as sponsors of the event.

The superintendent, or designee, shall have the authority to regulate the time, place, and manner of the distribution of promotional materials by the event sponsor. "Promotional materials" includes, but is not limited to, pamphlets, pens/pencils, sports equipment (whether miniature or full sized), or clothing. The event sponsor shall provide the superintendent, or designee, with a complete list of the types of promotional materials the

event sponsor intends to distribute at the event so that the superintendent, or designee, may make an informed decision on the time, place, and manner of distribution that would result in the least amount of disturbance with the interscholastic activity.

The superintendent, or designee, should take the following into account when determining the best time, place, and manner of distribution of promotional materials:

- Whether the promotional materials could be a distraction to participants in the interscholastic activity due to the promotional material emitting light or noise;
- Whether the promotional materials have a high possibility of being able to be used against participants of the interscholastic activity to attempt to alter the outcome of the activity;
- The possibility that the promotional materials would be left by recipients to become litter; and
- The possibility that the promotional materials would divert the attention of the audience from the interscholastic activity.

The superintendent, or designee, shall limit the distribution of promotional materials to audience members when they are entering the school building/arena, during the sponsored half-time event, and/or when they are leaving the school building/arena. The superintendent's, or designee's, restrictions on the time, place, and manner of promotional materials shall be final.

Any funds received through private sponsorship shall be placed in the District's Activity Account. The superintendent, or designee, should follow the policy for receiving public gifts or donations when negotiating the sponsorship amount, as set forth in policy 6.3—Public Gifts and Donations to the Schools.

Cross Reference: Policy 6.3 —Public Gifts and Donations to the Schools

Legal Reference: DESE Rules Governing Athletic Revenues and Expenditures for Public School Districts

Date Adopted: April 21, 2014

Last Modified: June 24, 2019

## **7.22F—Event Sponsor Agreement**

The Ouachita River School District (hereafter "District") and \_\_\_\_\_ (hereafter "Sponsor") agree that Sponsor shall be permitted to sponsor an event to take place during the half-time break of the interscholastic activity that is scheduled on \_\_\_\_\_.

Sponsor promises to pay to District the amount of \_\_\_\_\_ for the privilege of being announced as

Sponsor agrees to abide by District's time, place, and manner restrictions on the distribution of all promotional materials related to the above sponsored event.

Sponsor has provided District proof of an in force, minimum face value one million dollar (\$1,000,000) general liability insurance policy that will cover the above event.

I, \_\_\_\_\_, acting as a lawful an authorized representative of Sponsor, certify that I have the authority to enter into this agreement, and authorize payment to District. I understand that the half-time event will not be

scheduled until this agreement is fully executed and full payment under this agreement has been received by District.

### Indemnification Agreement

Sponsor promises to indemnify, hold harmless, and defend District, its agents and employees from any lawsuits, causes of action, claims, liabilities, and damages of any kind or nature, including, but not limited to: attorney's fees and costs arising from this contract, whether such attorney's fees and costs are attributable in whole or in part to any act, omission, or negligence of District, its agents or employees, and including, but not limited to, any and all lawsuits, causes of action, claims, liabilities and damages, as provided above which District, its agents or employees may sustain by reason of any failure by Sponsor to indemnify as provided herein, or any failure by Sponsor to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from this agreement.

I, \_\_\_\_\_, acting as a lawful an authorized representative of Sponsor, certify that I have read, understood, and accept the above indemnification agreement.

\_\_\_\_\_  
Sponsor Representative's Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, acting as a lawful and authorized representative of District certify that Sponsor has tendered the promised amount and has met all the requirements to be a sponsor as set forth in District Policy 7.22—PRIVATE SPONSORSHIP OF EXTRACURRICULAR EVENTS.

\_\_\_\_\_  
District Representative's Signature

\_\_\_\_\_  
Date

### 7.23—Health Care Coverage and the Affordable Care Act Definitions

"Dependent", for purposes of this policy, means an employee's child(ren) and/or spouse who are enrolled by the employee in health care coverage through the District's health care plans.

"Full-time school bus driver" means a person employed by the District to drive regular routes during the annual school year:

1. Who contracts with the District to operate a school bus for at least seven hundred twenty (720) hours during the school year;
2. Whose primary source of income during the school year is obtained by operating a school bus for the District; or
3. Who contracts with the District to operate a school bus and is designated by the superintendent as a full-time school bus driver, regardless of the number of hours for which the person is contracted.

"Full-time employee", for purposes of this policy, means an employee who is:

- a. In a position<sup>1</sup> requiring on average thirty (30) hours of actual performance per week during the annual school year; or
- b. A full-time school bus driver.

“Responsible individual” means a primary insured employee who, as a parent or spouse, enrolls one or more individual(s) in health care coverage through the District’s health care plans.

“Variable hour employee”, for the purposes of this policy, means an individual, other than a full-time school bus driver, who has no base minimum number of hours of performance required per week.

### **Health Insurance Enrollment**

All full time District employees are eligible to enroll themselves; their spouse, so long as the spouse is not otherwise eligible for insurance through his/her employer's sponsored plan;<sup>2</sup> and their child(ren) in one of the insurance plans through the Public School Employee Life and Health Insurance Program (PSELHIP). Variable hour employees are not eligible to enroll in a PSELHIP plan. If a variable hour employee’s measurement period finds that the employee averaged thirty (30) or more hours per week, then the employee is treated as a full time employee rather than a variable hour employee and is eligible for health insurance.<sup>3</sup> New full time employees have sixty (60) days following the start date of the employee’s contract to elect to enroll in a PSELHIP plan; all new employees shall be informed in writing of the start date of the employee’s contract and that the employee has sixty (60) days from that date to elect PSELHIP coverage.<sup>4</sup> Coverage for new employees who choose to enroll in a PSELHIP plan shall take effect on the first of the month following the date on the enrollment application. Coverage shall be in effect until the end of the calendar year. Employees who experience a Qualifying Status Change Event<sup>5</sup> have sixty (60) days from the date of the Qualifying Status Change Event to file an application to change coverage information. All employees who continue to be eligible may elect to continue coverage and make changes to their PSELHIP plan for the following plan year during the yearly open enrollment period.

The District shall ensure all employees are provided education annually on the advantages and disadvantages of a consumer-driven health plan option and effective strategies of using a Health Savings Account (HSA).<sup>6</sup>

### **District Contribution to Premiums**

At a minimum, the District shall distribute the established contribution rate to all employees who are enrolled in one of the PSELHIP plans.<sup>7</sup> In accordance with the State Health Insurance Portability Rules (SHIP), the District shall continue to pay the premium contribution for an employee who transfers to another Arkansas school district that also participates in the SHIP through August 31 of the calendar year the employee leaves the district so long as the employee:<sup>8</sup>

- 1) Completes his/her contract with the District;
- 2) Provides the District with notice that the employee is transferring to another district by no later than the Friday following the last student contact day<sup>9</sup>;
- 3) Provides the District with proof of employment at another Arkansas district; and
- 4) Has the employee portion of the premium deducted from his/her end-of-year checks or pays the District business office the employee’s portion of the premium by the 15th<sup>10</sup> of both July and August.

### **Measurement Method of Employee Hours<sup>3</sup>**

Option 1: The District uses the look-back method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

Option 2: The District uses the monthly measurement method for determining if an employee qualifies as a full-time employee.<sup>3</sup>

### **W-2**

For all full-time employees who are enrolled in a PSELHIP plan, the District shall indicate in box twelve (12) of the employee’s Form W-2 the cost of the employee’s health care coverage by using code “DD”.<sup>11</sup>

## IRS Returns

The District will electronically file with the IRS by March 31 of each year the forms<sup>12</sup> required by the IRS on the health insurance coverage of each full-time employee for the previous calendar year, whether or not the full-time employee participates in a health insurance plan through the PSELHIP.

### Statement of Return

The District shall send to each full-time employee a Statement of Return (Statement) regarding the IRS Return<sup>13</sup> filed on the employee. The Statement shall contain: The District's name, address, and Employer Identification Number (EIN) as well as a copy of the IRS Return filed on the employee. The District shall send a copy of the Statement to the employee on or before January 31 of the calendar year following the calendar year the information in the Statement covers. The District shall send only one Statement to the household of an employee who meets the definition of a responsible individual that will include all requisite information for both the responsible individual and the responsible individual's dependent(s). The Statement will be mailed to the employee's address on record.

### Record Retention

The District shall maintain copies of the Statements sent to employees in accordance with the requirements for documents transmitted to the IRS in Policy 7.15—RECORD RETENTION AND DESTRUCTION.

Cross Reference: 7.15—RECORD RETENTION AND DESTRUCTION

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

Date Adopted: April 21, 2014

Last Revised: June 20, 2022

## 7.23F—Licensed Personnel Electronic Receipt of Statement Consent Form

To receive an electronic copy of the statement concerning the tax information for your health insurance coverage, please complete the following information:

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

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address:  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

(The phone number and mailing address shall only be used for the purpose of acquiring a replacement e-mail address to send a copy of the Statement of Return (Statement) in the event the District receives an "unable to deliver" notification when the District sends an electronic copy of the Statement to the provided e-mail address.)

## Disclosures

An individual who consents to receive an electronic copy of the Statement shall be deemed to be aware of, and agree to, the following disclosures:

I shall receive a paper copy of the Statement unless I consent to receive an electronic copy;  
My consent to receive an electronic copy of the Statement shall be effective for all future Statements unless I withdraw my consent<sup>1</sup> or it is terminated in accordance with this agreement;

The District shall terminate the sending of electronic Statements upon the occurrence of any of the following:  
Thirty (30) days<sup>2</sup> after the District receives a written request to withdraw consent;

There is a change in hardware or software that has a material impact on my ability to receive the electronic version of the Statement;

February 1 of the year following any of the following:

Termination of my employment;

My retirement from employment;

My death;

I may request a paper copy of the Statement even though I have consented to receive an electronic copy of the Statement. The request for a paper copy must be in writing, either electronically or on paper, and shall be delivered to the District Treasurer.<sup>3</sup> A request to receive a paper copy shall not constitute a withdrawal of consent to receive an electronic copy of the Statement unless I affirmatively state that the request constitutes a withdrawal.<sup>4</sup>

I shall receive from the District through either mail or e-mail a confirmation of my withdrawal of consent and the date the withdrawal shall become effective;

A withdrawal of consent shall not apply to an electronic copy of the Statement that is sent prior to the effective date of the withdrawal;

I am responsible for making sure that the District has my current contact information. I may update any changes to my contact information by sending an amended copy of the Electronic Receipt of Statements Consent Form to the District Treasurer;<sup>3</sup>

The District shall contact me with any changes in the District's contact information;

The District shall furnish electronic copies of the Statement in the Portable Document Format (PDF);<sup>5</sup>

Arkansas or Federal law could require the printing of a copy of the Statement to attach to a Federal, State, or local tax return;

The e-mail containing the electronic copy of the Statement shall have the subject line of "Important Tax Return Document Available" in all capital letters.

I certify that I have read the disclosures and that I wish to affirmatively consent to receive my copy of the Statement in an electronic format.

Signature: \_\_\_\_\_

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

## 7.24—Advertising On School Buses

Under the authority granted by A.C.A. § 6-19-129 and the Commission for Arkansas Public School Academic Facilities and Transportation Rules Governing Advertising on School Buses:<sup>1</sup>

Option 1: The District has chosen **NOT** to permit the selling of advertising space on District owned school buses and shall **NOT** use the space provided by law for any purpose.<sup>2</sup>

A food or beverage advertisement shall not be permitted unless it satisfies the advertising requirements of Policy 5.29—WELLNESS POLICY.<sup>4</sup>

Cross References: 5.29—WELLNESS POLICY  
6.9—MEDIA RELATIONS AND NEWS RELEASES  
7.5—PURCHASES AND PROCUREMENT

Legal References: A.C.A. § 6-19-129  
A.C.A. § 7-1-111  
Commission for Arkansas Public School Academic Facilities and Transportation Rules  
Governing Advertising on School Buses  
7 C.F.R. § 210. 31

Date Adopted: January 23, 2017

Last Revised: June 24, 2019

## **Section 8: Classified Personnel**

### **8.0—Classified Personnel Policy Committee**

#### **Membership**

The membership of the classified personnel policy committee (PPC) shall be:

3. At least one (1) non-management classified representative from each of the following classifications:<sup>1</sup>
  - a. Maintenance, operation, and custodians;
  - b. Transportation;
  - c. Food service;
  - d. Secretary and clerk; and
  - e. Aides and paraprofessionals.
4. At least one (1) non-management individual to represent the group of All other job classifications of classified employees not identified in A-E above; and
5. Up to three (3)<sup>2</sup> administrators appointed by the superintendent, which may include the superintendent.

#### **Election of Non-Management Members**



The non-management members of the PPC shall be elected as follows:<sup>3</sup>

The election for the non-management members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s)<sup>3</sup> the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.<sup>4</sup>

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

### **Length of Term**

The length of term for non-management members of the PPC shall be two (2)<sup>5</sup> years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.<sup>6</sup>

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Cross Reference: 1.9—POLICY FORMULATION

Legal Reference: A.C.A. § 6-17-2301 et seq.

Date Adopted: May 22, 2023

Last Revised:

## 8.1—Classified Personnel Salary Schedule

Enter your District's salary schedule for this policy which must accurately reflect your district's actual pay practices and is not required by law to include step increases for additional years of experience.<sup>1</sup> State law requires each District to include its classified employee's salary schedule in its written personnel policies. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.<sup>2</sup>

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District.<sup>3</sup>

- See Classified 2022-2023 Salary Schedule on next page.  
(Approved May 22, 2023 by Chris Tedder)
- See 2022-2023 Stipends and Sub Schedule on next page.  
(Approved May 22, 2023 by Chris Tedder)

\*\*\*Instead of using only years of service in another district as the sole determining factor to put classified members on steps the Superintendent can use relevant experience as a means to determine steps\*\*

## ORSD Classified Salary Schedule 2023-24

STEPS	District Treas 240	Accounts Payable 240	Human Resources 240	Tech Coor 240	Asst. Bookkeep er 240	Secretary 195	Aide 174	Custodian 240	ORSD LR Manager 178	Lunchtroo m Tech 174	Oden Bus Super. 174	Cust/Tran s/Main Super 174	Main/M Tech 245	Nurse RN 174	Nurse LPN 172	Bus Driver 172
STEP 1	50,000.00	33,500.00	46,250.00	38,750.00	33,000.00	18,250.00	16,051.50	22,600.00	22,600.00	16,051.50	16,424.50	16,424.50	16,424.50	16,424.50	16,424.50	16,424.50
STEP 2	51,000.00	33,800.00	46,500.00	39,000.00	33,300.00	18,475.00	16,254.50	22,875.00	22,875.00	16,254.50	16,624.50	16,624.50	16,624.50	16,624.50	16,624.50	16,624.50
STEP 3	51,500.00	34,200.00	46,750.00	39,250.00	33,600.00	18,712.50	16,459.50	23,148.32	23,148.32	16,459.50	16,824.50	16,824.50	16,824.50	16,824.50	16,824.50	16,824.50
STEP 4	52,000.00	34,500.00	47,000.00	39,500.00	34,000.00	19,012.50	16,664.50	23,423.48	23,423.48	16,664.50	17,024.50	17,024.50	17,024.50	17,024.50	17,024.50	17,024.50
STEP 5	52,500.00	34,900.00	47,250.00	39,750.00	34,300.00	19,262.50	16,869.50	23,698.64	23,698.64	16,869.50	17,224.50	17,224.50	17,224.50	17,224.50	17,224.50	17,224.50
STEP 6	53,000.00	35,200.00	47,500.00	40,000.00	34,600.00	19,512.50	17,074.50	23,973.80	23,973.80	17,074.50	17,424.50	17,424.50	17,424.50	17,424.50	17,424.50	17,424.50
STEP 7	53,500.00	35,600.00	47,750.00	40,250.00	34,900.00	19,762.50	17,289.50	24,248.96	24,248.96	17,289.50	17,624.50	17,624.50	17,624.50	17,624.50	17,624.50	17,624.50
STEP 8	54,000.00	35,900.00	48,000.00	40,500.00	35,200.00	20,012.50	17,504.50	24,524.12	24,524.12	17,504.50	17,824.50	17,824.50	17,824.50	17,824.50	17,824.50	17,824.50
STEP 9	54,500.00	36,200.00	48,250.00	40,750.00	35,500.00	20,262.50	17,719.50	24,800.28	24,800.28	17,719.50	18,024.50	18,024.50	18,024.50	18,024.50	18,024.50	18,024.50
STEP 10	5,000.00	2,000.00	48,500.00	41,000.00	35,800.00	20,512.50	17,934.50	25,075.44	25,075.44	17,934.50	18,224.50	18,224.50	18,224.50	18,224.50	18,224.50	18,224.50
<b>Substitutes</b>																
Nurse	5	8,250	8,250													
Certified Teacher	5	8,250														
Non-Certified	5	8,250														
Degree	5	8,250														
Long term Sub		3,105.00(1st 895+)														
LunchPerson		\$11.00 Hour														
Catodian		\$11.00 Hour														
Grounds		\$11.00 Hour														

Is! Chris Tedder, President of the Board

<b>Benefits</b>	
Health Insurance	1.8%
Dental Insurance	2.1%
Life Insurance	2.1%

<b>Bus Substitutes</b>	
Regular	\$10.00/Daily
Bus Long	\$10.00/Daily

<b>Stipends</b>	
Chair	\$ 1,500.00
Yearbook	\$ 2,500.00
Parent Involvement	\$ 300.00
Concussion Stipend	\$ 1,500.00
Goal & Rewards	\$ 300.00
Free Wine Director	\$ 1,350.00
Archery	\$1,500.00
Emergency Response Teams	\$1,500.00

<b>Bus Training</b>	
	\$ 50.00

<b>Event Coaching</b>	
	\$100.00 per event

<b>Student Workers</b>	
Minimum Wage	

<b>Bus Trip</b>	
	\$11.00 per Hour/ Mile
	\$11.00 over 8 Hour

<b>Tutoring/Sum</b>	
mer Session	
	\$15.00 per Hour

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203  
A.C.A. § 6-17-2301  
DESE Rules Governing Documents Posted to School District and Education Service  
Cooperative Websites

#### Local Policy

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

### **8.2— Classified Personnel Evaluations**

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: August 28, 2008

Last Revised:

### **8.3—Evaluation of Classified Personnel by Relatives**

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

Date Adopted: August 28, 2008

Last Revised:

### **8.4—Classified Employees Drug Testing**

#### **Definitions**

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

- e. All time spent inspecting, servicing, and/or preparing the vehicle;
- f. All time spent driving the vehicle;
- g. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle;  
and
- h. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“School Bus” is a motorized vehicle that meets the following requirements:

4. Is designed to carry more than ten (10) passengers;
5. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
6. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

### **Scope of Policy**

Each person hired for a position that allows or requires the employee to operate a school bus shall meet the following requirements:

1. The employee shall possess a current driver’s license authorizing the individual to operate the size school bus the individual is being hired to drive<sup>2</sup>;
2. Have undergone a physical examination, which shall include a drug test,<sup>3</sup> by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.<sup>4</sup>

Each person’s initial employment for a job entailing a safety-sensitive function is conditioned upon:

- The district receiving a negative drug test result for that employee;<sup>5</sup>
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee’s information in the Clearinghouse; and
- The employee’s signing a written authorization for the District to request information from:
  - The Database,<sup>6</sup> and
  - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee’s application.

All employees who perform safety-sensitive functions shall annually<sup>7</sup> submit a written authorization for the District to conduct a limited query of the employee’s information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District’s limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee’s Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

### **Methods of Testing**

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

## Requirements

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

5. Random tests;
6. Testing in conjunction with an accident;
7. Receiving a citation for a moving traffic violation; and
8. Reasonable suspicion.

## Prohibitions

- Q. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- R. No driver shall use alcohol while performing safety-sensitive functions;
- S. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- T. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- U. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- V. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner who, with knowledge of the driver's job responsibilities, has advised the driver that the substance will not adversely affect the driver's ability to safely operate his/her vehicle. It is the employee's responsibility to inform his/her supervisor of the employee's use of such medication;
- W. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

## Testing for Cause

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

## Refusal to Submit

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

- Failed to appear for any test within a reasonable period of time as determined by the employer consistent with applicable Department of Transportation agency regulation;
- Failed to remain at the testing site until the testing process was completed;

- Failed to provide a urine specimen for any required drug test;
- Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- Failed to cooperate with any of the testing process; and/or
- Adulterated or substituted a test result as reported by the Medical Review Officer.

School bus drivers should be aware that refusal to submit to a drug test when the test is requested based on a reasonable suspicion can constitute grounds for criminal prosecution.

### **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>9</sup>

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

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (24) hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

### **Reporting Requirements**

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:<sup>10</sup>

6. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
7. A negative return-to-duty test result;
8. A refusal to take an alcohol test;
9. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and

10. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:<sup>11</sup>

5. On-duty alcohol use;
6. Pre-duty alcohol use;
7. Alcohol use following an accident; and
8. Controlled substance use.

Legal References: A.C.A. § 6-19-108  
A.C.A. § 6-19-119  
A.C.A. § 27-23-105  
A.C.A. § 27-23-201 et seq.  
49 C.F.R. § part 40  
49 C.F.R. § 382.101 – 605  
49 C.F.R. § 382.701 et seq.  
49 C.F.R. § 383.5  
49 C.F.R. § 390.5  
Arkansas Division of Academic Facilities and Transportation Rules Governing Maintenance and Operations of Arkansas Public School Buses and Physical Examinations of School Bus Drivers

Date Adopted: August 28, 2008

Last Revised: June 21, 2021

## **8.5— Classified Employees Sick Leave – Option A**

### **Definitions**

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment. Bus drivers are eligible even if their driving time does not accumulate to 20 hours per week.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The supervisor shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of one hundred twenty (120) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, grandchild, sibling, parent, mother or father-in-law, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

Eligible classified school personnel will receive one day of sick leave for each month of contracted employment each school year, cumulative to 120 days. Sick leave may be used when the employee or a member of his/her immediate family is sick. For days off above the number of sick leave accumulated, the worker’s salary will be reduced a full day’s pay for each day off because of illness.



The supervisor has the discretion to approve sick leave for an employee to attend the funeral of a person who is not related to the employee, under circumstances deemed appropriate by the supervisor.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to 15 sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the supervisor (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

An employee shall be credited with one (1) day of sick leave in the event the employee used one (1) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a noncontract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.

Classified staff having more than 120 days accumulated sick leave at the end of the school year will be paid at the daily rate of \$60.00 a day for each day accumulated above the 120 days. Bus drivers are eligible for this benefit.

A classified staff member, who has worked at least 5 years for the Ouachita River School District, will be paid for each day of accumulated sick leave when their employment with the district has ended. The rate of pay for accumulated sick leave will be at the rate of \$60.00 a day. Bus drivers are eligible for this benefit and will be paid the rate of \$40.00 a day.

In preparation for retirement or T-Dropping, options on application of days will be given. The employee participating in the program must have been employed by the district a minimum of five (5) contract years.

Option 1: The employee may take half at the end of year 27 (up to 60 days) and half at the end of year 28 (up to 60 days).

Option 2: The employee may take all or part at the end of year 28 (up to 120).

Option 3: The employee preparing to enter retirement may elect to draw their accumulated sick leave over their final two years of service (with less than 27 years of service or age 60). Intent of retirement must be submitted in writing prior to payment of accumulated days.

Option 4: The employee preparing to leave the TDROP program may elect to draw their accumulated sick leave over their final two years in the TDROP program.

Employees may use two days per school year for personal business in addition to the sick leave they receive. Unused personal days will accumulate up to four days. Personal days in excess of two at the end of the contract year will roll over into sick days. The maximum number of personal days at the start of the contract year will be four.

Classified staff members may be granted up to five days paid leave per any school year because of a death in the immediate family. Absences for such cause will be considered as separate and distinct from absences due to personal illness, and shall not be cumulative. Employees may use sick leave days to attend funerals of persons not meeting the definition of immediate family.

If the employees absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the supervisor or Superintendent) may result in dismissal

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL 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 within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Legal References: A.C.A. § 6-17-1301 et seq. 29 USC §§ 2601 et seq. 29 CFR 825.100 et seq.

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: June 25, 2018

### **8.6—Sick Leave Bank — Classified Employees**

Employees of the District may transfer sick leave days to another employee who has absences for sickness in excess of their current and accumulated sick leave. The transfer must be done in writing, and the forms to transfer the days may be obtained from the Superintendent's office. Sick leave days cannot be transferred to an employee who has any current or accumulated sick leave. A transfer or transfers may not result in a balance of sick leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

#### **Multiple Contract Transfer**

Employees of the District who have a bus contract and another classified/certified contract may donate any remaining sick leave from one contract to another. The transfer must be done in writing and the forms to transfer the days may be obtained from the Superintendent's Office. Sick leave cannot be transferred, if the employee has any current or accumulated sick leave remaining in the sick leave bank he/she is transferring into. A transfer or transfers may not result in a balance of sick leave for the receiving contract and may not be in excess of the days in balance of the donating contract. bus leave will transfer as 2 days of sick leave to any 1 day of sick leave for a classified/certified contract. A contract classified/certified contract will transfer as 1 day of sick leave for a bus contract.

#### **Spousal Donations**

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.

This policy is similar to Policy 3.9. If you change this policy, review 3.9 at the same time to ensure applicable consistency between the two.

#### Local Policy

Legal Reference: A.C.A. § 6-17-1306

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

## **8.7—Classified Personnel Personal and Professional Leave**

### **Personal Leave**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. Up to two days of personal leave may be accumulated for a maximum of four in any one contract year. Unused personal leave above the maximum of four will be converted to sick leave at the end of each contract year.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from the Superintendent. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination. Personal leave does not accumulate from one contract year to the next, personal leave may not be taken the day before or the day after a holiday.

District employees may transfer personal leave days to one another who has absences for personal leave in excess of their current and accumulated personal leave. The transfer must be done in writing, and the forms to transfer the days may be obtained from the Superintendent's office. Personal leave days cannot be transferred to an employee who has any current or accumulated personal leave. A transfer or transfers may not result in a balance of personal leave for the receiving employee and may not be in excess of the days in balance of the donating employee.

### **Spousal Donations**

District employees who are husband and wife are eligible to utilize each other's personal leave. Written permission must be received for each day of donated personal leave.

### **Professional Leave**

"Professional Leave" is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., 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 his/her 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, 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 District.

for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the District.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: August 28, 2008

Last Revised: March 28, 2022

## **8.8—Classified 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.<sup>1</sup>

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

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

Date Adopted: August 28, 2008

Last Revised: June 24, 2019

### **8.9—Public Office – Classified Personnel**

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 sick leave will be granted for the employee's participation in such public office. The employee may take personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his 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.

Cross Reference: Policy # 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: August 28, 2008

Last Revised: April 16, 2012

### **8.10—Jury Duty – Classified Personnel**

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty. Payment received from the court for mileage shall not be considered part of the stipend received for jury duty.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: August 28, 2008

Last Revised:

## **8.11—Overtime, Comp-time, and Complying with FLSA**

The Ouachita River School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours.<sup>A</sup> It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily<sup>B</sup> or through compensatory time off<sup>C</sup>.

### **Definitions**

“Covered Employees” (also defined as non-exempt employees) are those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

“Exempt Employees” are those employees who are not covered under the FLSA.<sup>D</sup> They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors.<sup>1</sup> Any employee who is unsure of their coverage status should consult with the District’s Administration.

“Overtime” is hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.<sup>E</sup>

“Regular Rate of Pay” includes all forms of remuneration for employment<sup>2</sup> and shall be expressed as an hourly rate.<sup>F</sup> For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

“Straight time pay” is the amount of hourly compensation an employee receives for each hour worked during that week.

“Workweek” is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.<sup>3</sup> Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.<sup>G</sup>

### **Employment Relationships**

The District does not have an employment relationship in the following instances:

1. Between the District and student teachers;
2. Between the District and its students; and
3. Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

- a. Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

### **Hours Worked**

Employees shall be compensated for all the time they are required to be on duty<sup>H</sup> and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.<sup>I</sup>

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.<sup>J</sup>

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.<sup>4</sup>

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

### **Breaks and Meals**

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.<sup>K</sup>

Meal periods that are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.<sup>L</sup> Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal, which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Covered employees who work thirty-five (35) hours a week and receive a duty free meal period shall be entitled<sup>5</sup> to receive the two (2) paid breaks.

### **Overtime**

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a work week.<sup>M</sup> Overtime compensation shall be computed on the

basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.<sup>N</sup>

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).<sup>O</sup> The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).<sup>5</sup>

Provided the employee and the District have a written agreement or understanding before the work is performed,<sup>P</sup> compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked.<sup>Q</sup> The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20).<sup>6</sup> The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

6. The average regular rate received by the employee during the last 3 years of employment. Or
7. The final regular rate received by the employee.<sup>R</sup>

### **Overtime Authorization**

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

### **Leave Requests**

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.<sup>7</sup>

### **Record Keeping<sup>S</sup> and Postings<sup>T</sup>**

The District shall keep and maintain records as required by the FLSA for the period of time<sup>U</sup> required by the act.<sup>9</sup>



The District shall display minimum wage posters where employees can readily observe them.<sup>910</sup>

### **Cooperation with Enforcement Officials<sup>V</sup>**

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References: A: 29 USC § 206(a), ACA § 6-17-2203  
B: 29 USC § 207(a)(1), 29 CFR § 778.100  
C: 29 USC § 207(o), 29 CFR § 553.50  
D: 29 USC § 213(a), 29 CFR §§ 541 et seq.  
E: 29 CFR § 778.218(a)  
F: 29 USC § 207(e), 29 CFR § 778.108  
G: 29 CFR § 778.105  
H: 29 CFR §§ 785.9, 785.16  
I: 29 CFR § 516.2(7)  
J: 29 CFR §§ 785.1 et seq.  
K: A.C.A. § 6-17-2205 and 2207  
L: 29 CFR §§ 785.19  
M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32  
N: 29 CFR § 778.106  
O: 29 USC § 207(g)(2), 29 CFR § 778.115  
P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23  
Q: 29 CFR § 553.20  
R: 29 USC § 207(o)(4), 29 CFR § 553.27  
S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
T: 29 CFR § 516.4  
U: 29 CFR §§ 516.5, 516.6  
V: 29 USC § 211(a)(b)

#### **Local Policy**

Date Adopted: August 28, 2008

Last Revised: May 22, 2017

### **8.12— Classified Personnel: Outside Employment**

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

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

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

When a classified employee is additionally employed by the District by a contract for a second classified position or to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations

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

For employees who work two or more jobs for the District, the superintendent or designee shall specify the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

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

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Date Adopted: August 28, 2008  
Last Revised: March 17, 2014

### **8.13—Classified Personnel Employment**

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

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.<sup>1</sup> All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver

should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.<sup>2</sup>

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, disability, or genetic information.<sup>3</sup>

Inquiries on non-discrimination may be directed to the Superintendent<sup>4</sup>, who may be reached at 479-394-2348<sup>5</sup>.

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html> ; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law<sup>6</sup>, the District provides a veteran preference to applicants who qualify for one of the following categories:

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

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

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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

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

Legal References: Division of Elementary and Secondary Education Rules Governing Background Checks  
Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators  
A.C.A. § 6-16-1507  
A.C.A. § 6-17-301  
A.C.A. § 6-17-414  
A.C.A. § 6-17-428  
A.C.A. § 6-17-429  
A.C.A. § 21-3-302  
A.C.A. § 21-3-303  
A.C.A. § 25-19-101 et seq.  
28 C.F.R. § 35.106  
29 C.F.R. part 1635  
34 C.F.R. § 100.6  
34 C.F.R. § 104.8  
34 C.F.R. § 106.8  
34 C.F.R. § 106.9  
34 C.F.R. § 108.9  
34 C.F.R. § 110.25

Local Policy

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

## **8.14— Classified Personnel Reimbursement of Travel Expenses**

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

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

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

The provisions of policy 7.12—Expense Reimbursement are incorporated by reference into this policy.

Cross Reference: Policy #7.12—EXPENSE REIMBURSEMENT

Date Adopted: August 28, 2008

Last Revised: April 18, 2011

### **8.15— Classified Personnel Use of Tobacco Electronic Nicotine Delivery Systems, and Related Products**

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.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 28, 2008

Last Revised: April 27, 2020

### **8.16—Dress of Classified Employees**

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

Date Adopted: August 28, 2008

Last Revised:

### **8.17— Classified Personnel Political Activity**

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

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

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials;
5. Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Legal References: A.C.A. § 7-1-103  
A.C.A. § 7-1-111

Date Adopted: August 28, 2008  
Last Revised: April 27, 2020

### **8.18— Classified Personnel Debts**

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

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

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

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

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

Date Adopted: August 28, 2008  
Last Revised: March 25, 2013

### **8.19—Classified 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**

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

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

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day” means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) 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 (10) 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 (10) 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 (10) 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 (5) working days from the date of the principal’s written response, 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 (10) 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 (10) 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 (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) 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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent<sup>2</sup>. If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
  - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
  - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance. If multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) 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 Reference: ACA § 6-17-208, 210

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

**8.19F—Level Two Grievance Form - Classified**

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

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

Classified Personnel Policy grievance is based upon:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's Response

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

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Date Adopted: August 28, 2008

Last Revised:

## **8.20— Classified Personnel Sexual Harassment**

The Ouachita River School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- the nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;<sup>1</sup>
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

### **Definitions**

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

7. A District employee:
  - c. Conditions the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;<sup>2</sup> or
  - d. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
8. The conduct is:
  - e. Unwelcome; and
  - f. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
  - g. Constitutes:
    - h. Sexual assault;
    - i. Dating violence
    - j. Domestic violence; or
    - k. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person’s alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

### **Supportive Measures**

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

### **Formal Complaint**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - ✚ The identities of the parties involved in the incident, if known;
  - ✚ The conduct allegedly constituting sexual harassment; and
  - ✚ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more

than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation; this includes evidence:
  - Whether obtained from a party or other source;
  - The District does not intend to rely upon in reaching a determination regarding responsibility; and
  - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)<sup>3</sup> days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)<sup>3</sup> days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and
- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant’s sexual predisposition or prior

sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

13. Identification of the allegations potentially constituting sexual harassment;
14. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
  - k. Any notifications to the parties;
  - l. Interviews with parties and witnesses;
  - m. site visits;
  - n. Methods used to gather other evidence; and
  - o. Hearings held;
15. Findings of fact supporting the determination;
16. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
17. A statement of, and rationale for, the result as to each allegation, including:
  - g. A determination regarding responsibility;
  - h. Any disciplinary sanctions imposed on the respondent; and
  - i. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
18. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

### **Appeals**

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- i. The existence of a procedural irregularity that affected the outcome of the matter;
- j. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- k. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- l. An appeal of the disciplinary sanctions from the initial determination.<sup>4</sup>

For all appeals, the District shall:

15. Notify the other party in writing when an appeal is filed;
16. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
17. Implement appeal procedures equally for both parties;
18. Ensure that the decision-maker<sup>5</sup> for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
19. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
20. Issue a written decision describing the result of the appeal and the rationale for the result; and
21. Provide the written decision simultaneously to both parties.

### **Confidentiality**

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.<sup>5</sup>

Except as listed above, the District shall keep confidential the identity of:

- ✚ Any individual who has made a report or complaint of sex discrimination;
- ✚ Any individual who has made a report or filed a formal complaint of sexual harassment;
- ✚ Any complainant;
- ✚ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✚ Any respondent; and
- ✚ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

### **Administrative Leave<sup>6</sup>**

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

### **Retaliation Prohibited**

Employees who submit a report or file a formal complaint of sexual harassment, testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

### **Disciplinary Sanctions**

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not<sup>7</sup> have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

### **Records**

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
  - The basis for the District's conclusion that its response was not deliberately indifferent; and
  - Document:
    - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
    - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT  
4.27—STUDENT SEXUAL HARASSMENT  
5.20—DISTRICT WEBSITE  
7.15—RECORD RETENTION AND DESTRUCTION



## 8.13—CLASSIFIED PERSONNEL EMPLOYMENT

Legal References: 20 USC 1681 et seq.  
34 C.F.R. Part 106  
A.C.A. § 6-15-1005  
A.C.A. § 6-18-502  
A.C.A. § 12-18-102

Date Adopted: August 28, 2008  
Last Revised: March 28, 2022

### **8.21— Classified 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 supervisors to establish regulations ensuring adequate supervision of students throughout the school day and at extracurricular activities.

Date Adopted: August 28, 2008  
Last Revised: March 25, 2013

### **8.22— Classified Personnel Computer Use Policy Internet, Network, and Computer Resources**

The Ouachita River School District recognizes the need to effectively use computer technology to further enhance educational goals. However, protection and security of the various information networks and computer systems is necessary. Staff is expected to employ electronic mail on a daily basis at work as a primary tool for communications. The district may rely upon this medium to communicate information, and all staff will be responsible for checking and reading messages daily.

Users are also expected to learn and to follow normal standards of polite conduct, responsible behavior, and economical use of computer resources. Electronic mail and telecommunications are not to be utilized by employees to share confidential information about students or other employees because messages are not entirely secure. Network administrators may review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly.

Users should not expect that files stored on district servers and/or workstations will be private. The Ouachita River School District retains the right to view personal files and/or e-mail stored on any district computer.

The District further reserves the right to monitor and/or log all network activity with or without notice, including e-mail and all web site communications, and therefore, users should have no expectation of privacy in the use of these resources.

The Ouachita River School District is providing access to computer networks and the Internet. It is the responsibility of each user to use the network and Internet access appropriately and to stay away from offensive or harmful sites. Network and Internet access is provided for educational purposes only. Any inappropriate site accessed from a district computer should be reported immediately to the Technology Department.

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.

The Ouachita River School District, by itself or in combination with the Internet access provider, will utilize active restriction methods, filter software, or other technologies to prevent staff from accessing visuals that are (1) obscene, (2) child pornography, or (3) harmful to minors. The district will also monitor users through direct observation and/or other means, to ensure that they are not accessing inappropriate materials. The term "harmful to minors" is defined by the Communications Act of 1934 (47USC Section 254 [h] [7]) as meaning any picture, image, graphic, or other visual that (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

### **I. Use of Computer Hardware**

1. Computer hardware is like any other school property and shall be treated accordingly.
2. Only authorized individuals will install, service, and/or maintain district owned computer hardware.
3. No Hardware, including cables or peripherals, may be moved without authorization from Technology Staff.
4. It is the responsibility of the faculty member to whom the computer is checked out to turn off the computer and peripherals, at the end of the day.
5. It is the responsibility of the faculty and the students, staff, and users to keep the computer clean and away from smoke, dust, magnets, food, liquid, and any other foreign material known to be harmful to the hardware or functionality of the system.
6. It is the responsibility of the faculty member to whom the computer is checked out to report malfunctions of the hardware to the Technology Coordinator before doing any troubleshooting themselves.

### **II. Use of Computer Software**

1. The unlawful copying of any copyrighted software and/or its use on district hardware is prohibited.
2. Modification or erasure of software without authorization is prohibited.
3. The introduction of any viral agent is prohibited. Every diskette should be checked for a virus each time it is put into the computer system.
4. Any individual who introduces a virus into the district system or violates the copyright laws shall be subject to appropriate district discipline policies and to the penalty provisions of the computer network use policy.
5. The Ouachita River School District has the right to remove any software from district owned equipment.
6. Web pages on district and or networked servers shall deal with accepted educational content. They may not be commercial, and shall follow guidelines referenced in sections III-3, 4, 5 and/or the Communications Act of 1934 (47USC Section 254 [[7])).

### **III. The following behaviors are NOT PERMITTED on district workstations, computers, or network**

1. Sending of "chain letters" or "broadcast" messages to lists or to individuals.
2. Sharing confidential information about students or employees.
3. Sending, viewing, downloading, or displaying offensive materials or pictures.
4. Directly assisting a campaign for election of any person to any office.

5. Using obscene, harassing, insulting, or attacking language.
6. Engaging in practices that threaten the network (e.g., loading files that may introduce a virus)
7. Violating copyright laws.
8. Using ANYONE's email account other than your own.
9. Trespassing in others' folders, documents, or files.
10. Violating any regulations prescribed by the network provider.
11. Using district-connected technology to gain unauthorized access (hacking) into technology systems.
12. Using district-connected technology to perform any illegal activity.
13. Using 3rd party emails, chat or video streaming is discouraged.
14. Posting anonymous messages on the system.
15. Using encryption software.
16. Causing congestion of the network through lengthy downloads of files.
17. Obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks.
18. Using the network or internet for financial or commercial gain without district permission.
19. Attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction without proper authorization.
20. 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.

The District Information Technology Security Officer staff will report inappropriate behaviors to the employee's supervisor who will take appropriate disciplinary action. Any other reports of inappropriate behavior, violations, or complaints will be routed to the employee's supervisor for appropriate action.

Violations may result in a loss of access and/or disciplinary action. When applicable, law enforcement agencies may become involved. Realizing the fluid nature of the internet and technology, the Ouachita River School District reserves the right to ban actions not specifically covered by this policy. Staff shall be liable for any and all costs (debts) incurred through their unauthorized use of the District's computers or the Internet including penalties for copyright violations. Such actions may also include loss of access and/or disciplinary action up to and including termination. Each employee will be given copies of this policy and procedures and will sign an acceptable use agreement before establishing an account or continuing their use of an account.

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

**Local Policy**

Date Adopted: August 28, 2008

Last Revised: January 23, 2017

**8.22F—Classified Personnel Internet Use Agreement**

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

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

The Ouachita River 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 laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an

Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.

3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
  - 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 other than when required by the employee's job duties;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
  - g. vandalizing data of another user;
  - h. obtaining or sending information that 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 other than when required by the employee's job duties;
  - 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 that 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 the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
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 \_\_\_\_\_

## **8.23—Classified Personnel Family Medical Leave\***

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they do not lose FMLA protection due to inaction or failure to provide the District with needed information. The FMLA provides up to twelve (12) work weeks (or, in some cases, twenty-six (26) weeks) of job-protected leave to eligible employees with absences that qualify under the FMLA. While an employee can request FMLA leave and has a duty to inform the District, as provided in this policy, of foreseeable absences that may qualify for FMLA leave, it is the District's ultimate responsibility to identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

### **SECTION ONE— FMLA LEAVE GENERALLY**

#### **Definitions**

"Eligible Employee" is an employee who has:

3. Been employed by the District for at least twelve (12) months, which are not required to be consecutive; and
4. Performed at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.<sup>1</sup>

"FMLA" is the Family and Medical Leave Act

"Health Care Provider" means:

- f. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- g. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- h. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- i. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- j. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

"Instructional Employee" is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or

aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

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

“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. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below, is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.<sup>2</sup>

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.<sup>3</sup>

### **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 and Medical Leave Act of 1993, as amended, shall govern.

### **Leave Eligibility**

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

7. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
8. Because of the placement of a son or daughter with the employee for adoption or foster care;
9. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
10. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
11. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
12. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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.

A legally married couple who are both eligible employees employed by the District may not take more than a combined total of twelve (12) weeks of FMLA leave for reasons 1, 2, or to care for a parent under number 3.

## **Provisions Applicable to both Sections One and Two**

### **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.<sup>4</sup>

### **Designation Notice to Employee**

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.<sup>5</sup> If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability<sup>6</sup> determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.<sup>7</sup>

If the circumstances for the leave don't change, the District is only required to notify the employee once of the determination regarding the designation of FMLA leave within any applicable twelve (12) month period.

Employees who receive notification that the leave request does not qualify under the FMLA are expected to return to work; further absences that are not otherwise excused could lead to discipline for excessive absences, or termination for job abandonment.

### **Concurrent Leave Under the FMLA**

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of parental, sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.<sup>6</sup>

An employee who does not have enough accrued leave to cover the number of days of FMLA leave taken shall not have his/her number of contract days altered because some of the FMLA leave taken was unpaid.

### **Working at another Job while Taking FMLA for Personal or Family Serious Medical Condition**

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **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. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee

on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. 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 his/her 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.<sup>8</sup>

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period that the District maintains health coverage for the employee by paying his/her share. Such recovery shall be made by offsetting the employee's debt through payroll deductions or by other means against any monies owed the employee by the District.

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.<sup>9</sup>

If an employee gives unequivocal notice of an 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 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**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to 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's right to return to work and/or to the same or an equivalent position does not supersede any actions taken by the District, such as conducting a RIF, that the employee would have been subject to had the employee not been on FMLA leave at the time of the District's actions.

### **Leave Acquired Through Fraud**

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

### **Provisions Applicable to Section One**



## **Employee Notice to District**

### **Foreseeable Leave**

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If there is a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or an emergency, notice must be given as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the need for leave is for reasons 3 or 4 listed above, the eligible 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.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the number of days equal to the difference between the number of days in advance that the employee should have provided notice and when the employee actually gave notice.

### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Medical Certification**

**Second and Third Opinions:** In any case where the District has reason to doubt the validity of the initial 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, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

- The original certification is for a period greater than thirty (30) days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- The employee requests an extension of leave;
- Circumstances described by the previous certification have changed significantly; and/or
- The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification within fifteen (15) calendar days after the District's request.

No second or third opinion on a recertification may be required.

The District may deny FMLA leave if an eligible employee fails to provide a requested certification.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave in addition to leave taken under the District's parental leave policy.<sup>11</sup>

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's 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 be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers' compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Return to Work<sup>12</sup>**

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work. The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work **and** the designation determination listed the employee's essential job functions, the employee must provide certification that the employee is able to perform those functions prior to returning to work. The employee's failure to do so or his/her inability to perform his/her job's essential functions voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, 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 his/her contract.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take 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 the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

### **Qualifying Exigency**

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>13</sup>

### **Definitions**

“Covered active duty” means:

- in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and

- in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

“Son or daughter on active duty or call to active-duty status” means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

#### **Certification<sup>14</sup>**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

#### **Employee Notice to District**

##### **Foreseeable Leave**

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. 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.

##### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

##### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave for any qualifying exigency, the District requires employees to substitute accrued vacation, or personal leave for the period of FMLA leave.

##### **Intermittent or Reduced Schedule Leave**

Eligible employees may take intermittent or reduced schedule leave for any qualifying exigency. The employee shall provide the district with as much notice as is practicable.

##### **Special Provisions relating to Instructional Employees as Defined in This Policy**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

##### **Serious Illness**

An eligible employee is eligible for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury under the following conditions and definitions.

##### **Definitions**

“Covered Service Member” is:

3. 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; or
4. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“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 of a covered service member” is a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”

“Serious Injury or Illness”:

- A. In the case of 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 (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- B. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S. Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Son or daughter of a covered service member” means a covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.<sup>2</sup>

“Year”, for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date.

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 twenty-six (26) weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury.

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency.
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

### **Medical Certification<sup>15</sup>**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than thirty (30) days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for an amount of time equal to the difference between the length of time that the employee should have provided notice and when the employee actually gave notice.

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, 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.

#### **Unforeseeable Leave**

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, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

### **Substitution of Paid Leave**

When an employee's leave has been designated as FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.

### **Intermittent or Reduced Schedule Leave**

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make 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.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began.

### **Special Provisions relating to Instructional Employees (as defined in this policy)**

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION  
8.46—CLASSIFIED PERSONNEL Parental LEAVE

Legal References: 29 USC §§ 2601 et seq.  
29 CFR part 825  
A.C.A. § 6-17-122

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

## **8.24—School Bus Driver’s Use of Mobile Communication Devices**

“School Bus” is a motorized vehicle that meets the following requirements:

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.<sup>1</sup>

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.<sup>2</sup> A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal References: A.C.A. § 6-19-120  
A.C.A. § 27-51-1504  
A.C.A. § 27-51-1609

Date Adopted: August 28, 2008

Last Revised: June 24, 2019

## **8.25—Classified Personnel Cell Phone Use**

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.<sup>1</sup>

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.<sup>2</sup>

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.<sup>3</sup>

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, no employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.<sup>4</sup>



Cross References: 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES  
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS  
8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

Date Adopted: August 28, 2008  
Last Revised: June 24, 2019

## **8.26—Classified Personnel Responsibilities Governing Bullying**

### **Definitions**

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

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

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

Examples of “Bullying” include, but are not limited to, a pattern of behavior involving one or more of the following:

27. Cyberbullying;
28. Sarcastic comments “compliments” about another student’s personal appearance or actual or perceived attributes,
29. Pointed questions intended to embarrass or humiliate,
30. Mocking, taunting or belittling,
31. Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
32. Demeaning humor relating to a student’s actual or perceived attributes,
33. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
34. Blocking access to school property or facilities,
35. Deliberate physical contact or injury to person or property,
36. Stealing or hiding books or belongings,
37. Threats of harm to student(s), possessions, or others,
38. Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or
39. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the

student self-identifies as homosexual or transgender (Examples: “Slut”, “You are so gay.”, “Fag”, “Queer”).

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- q. Building a fake profile or website of the employee;
- r. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- s. Posting an original or edited image of the school employee on the Internet;
- t. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- u. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- v. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- w. Signing up a school employee for a pornographic Internet site; or
- x. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

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 building principal, or designee, as soon as possible.

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. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

3. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
12. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5<sup>th</sup>) school day following the completion of the written report.
13. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
14. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
  - a. That a credible report or complaint of bullying against their student exists;
  - b. Whether the investigation found the credible report or complaint of bullying to be true;
  - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
  - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
15. Make a written record of the investigation, which shall include:
  - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
  - b. Any action taken as a result of the investigation; and
16. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal References: A.C.A. § 6-18-514  
DESE Rules Governing Student Discipline and School Safety

Date Adopted: August 28, 2008  
Last Revised: June 20, 2022

## **8.27—Classified Personnel Leave — Injury from Assault**

Any staff member 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 staff member's sick leave.

In order to obtain leave under this policy, the staff member must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the staff member 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 staff member's employment.

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: August 28, 2008

Last Revised:

## **8.28— Drug Free Workplace - Classified Personnel**

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

To help promote a drug free workplace, the district shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the district's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (Insert substance abuse resources here.)<sup>1</sup>

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.

An employee living on campus or on school owned property is permitted to possess alcohol in his/her residence. The employee is bound by the restrictions stated in this policy while at work or performing his/her official duties.

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 incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION.<sup>2</sup>

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/her 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/her 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/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her 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/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she 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/her 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/her 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.

A report to the appropriate licensing agency shall be filed within seven (7) days of:

- 3) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or
- 4) The voluntary resignation of an employee who is facing a pending disciplinary action resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances.

The report filed with the licensing authority shall include, but not be limited to:

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

When the employee is not a healthcare professional, law enforcement will be contacted regarding any final disciplinary action taken against an employee for the diversion of controlled substances to one (1) or more third parties.

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

Date Adopted: August 28, 2008  
Last Revised: January 23, 2017

## **8.28F—Drug Free Workplace Policy Acknowledgement**

### **CERTIFICATION**

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

## **8.29—Classified Personnel Video Surveillance and Other Monitoring**

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As

part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

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

Signs shall be posted on district property and in or on district vehicles to notify students, staff, and visitors that video cameras may be in use. Violations of school personnel policies or laws caught by the cameras and other technologies authorized in this policy may result in disciplinary action. The district shall retain copies of video recordings until they are erased which may be accomplished by either deletion or copying over with a new recording.

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

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

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

Date Adopted: November 17, 2008

Last Revised: April, 2011

## **8.30—Classified Personnel Reduction in Force**

### **SECTION ONE**

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

In effecting a RIF, 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 for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any RIF will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a RIF becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's points as determined by the schedule contained in this policy. The employee within each occupational category with the fewest number of points will not be recommended for renewal or will be terminated.

### **Points<sup>1</sup>**

- Employee evaluation scores<sup>2</sup>
  - 3 points - Received the highest evaluation score
  - 2 points - Received the second highest evaluation score
- Advanced degree in any area relevant to the employee's position (only the highest level of points apply)
  - 1 point - Master's degree
  - 2 points - Master's degree plus thirty additional hours
  - 3 points - Doctoral degree
- License or credential relevant to the position
  - 1 point - Basic license or certification
  - 2 points - Advanced license or certification

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal their point total to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:<sup>2</sup>

1. An employee with the highest evaluation rating shall be retained over an employee with the second highest evaluation rating.
2. If both employees have the same evaluation rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any ~~reduction in force~~ brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.<sup>13</sup> A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

#### **Recall<sup>4</sup>**

##### **Option 1**

There shall be no right of recall for any classified employee.

##### **Option 2**

For a period of up to two (2) years from June 30 of the year an employee was not renewed or was terminated under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was not renewed or was



terminated, and for which the employee is qualified. No right of recall shall exist for the elimination or reduction of a stipend or a reduction in contract length. Recall of employees under this policy shall be in reverse order of that used to determine the employees that would be RIFed (i.e. the employee with the highest points will be recalled first and the employee with the lowest points will be recalled last)

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have ten (10) working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most points who responds within the ten (10) day time period. A lack of response, as evidenced by an employee's failure to respond within ten (10) working days, or an employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the employee. No further rights to be rehired because of the RIF shall exist.

## **SECTION TWO<sup>4</sup>**

### **Option A**

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked in accordance with Section 1 of this policy. The date of hire by the board of an annexed or consolidated district shall be used to settle a tie between employees.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

## **8.31—Classified Personnel Renewal and Termination**

### **Renewal**

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

4. Effectiveness, including the employee's evaluations;
5. Performance, including disciplinary infractions;
6. Qualifications, including relevant education degrees or credentials.

Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

### **Termination**

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.

Legal references:     A.C.A. § 6-13-636  
                           A.C.A. § 6-17-414  
                           A.C.A. § 6-17-2301

Date Adopted: August 28, 2008  
Last Revised: May 22, 2023

### **8.32—Classified Personnel Assignments**

The superintendent shall be responsible for assigning and reassigning classified personnel.

Date Adopted: August 28, 2008  
Last Revised:

### **8.33—Classified Personnel School Calendar**

The superintendent shall present to the personnel policies committee (PPC) a school calendar which the board has adopted as a proposal. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals. The PPC shall have the time prescribed by law and/or policy in which to make any suggested changes before the board may vote to adopt the calendar.

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



## Ouachita River School District 2023-2024 Calendar

Independence Day ORSD Closed.....4 <sup>th</sup> Board Meeting @ Oden.....24 <sup>th</sup>	<b>JULY '23</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						New Year's Day.....1 <sup>st</sup> Staff Development Day (NO STUDENTS).....5 <sup>th</sup> Classes Resume (2nd Semester Begins).....8 <sup>th</sup> Report Cards.....10 <sup>th</sup> Board Meeting @ Oden.....22 <sup>nd</sup>
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District Staff Development....15 <sup>th</sup> Staff Development Day.....16 <sup>th</sup> Public Meeting & Open House.....17 <sup>th</sup> First Day of School.....21 <sup>st</sup> Board Meeting @ Acorn.....28 <sup>th</sup>	<b>AUGUST '23</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			Progress Reports.....5 <sup>th</sup> President's Day (NO SCHOOL).....19 <sup>th</sup> Board Meeting @ Acorn.....26 <sup>th</sup>							
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Labor Day (NO SCHOOL).....4 <sup>th</sup> Progress Reports.....19 <sup>th</sup> Board Meeting @ Oden.....25 <sup>th</sup>	<b>SEPTEMBER '23</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	End of 3rd Nine Wks. (44 Days/287.32 hours).....8 <sup>th</sup> Parent/Teacher Conference-Report Cards.....14 <sup>th</sup> No School (makeup snow day).....15 <sup>th</sup> Spring Break.....18 <sup>th</sup> -22 <sup>nd</sup> Board Meeting @ Oden.....25 <sup>th</sup>							
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Harvest Festival @ Acorn... 13 <sup>th</sup> End of First Nine Wks. (41 Days/267.73).....17 <sup>th</sup> Board Meeting @ Acorn.....23 <sup>rd</sup> Parent/Teacher Conference-Report Cards.....26 <sup>th</sup> Halloween Carnival @ Oden.....28 <sup>th</sup>	<b>OCTOBER '23</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					Progress Reports.....17 <sup>th</sup> Board Meeting @ Acorn.....22 <sup>nd</sup>							
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Legal References: A.C.A. § 6-15-2907(f)  
A.C.A. § 6-17-2301  
DESE Rules Governing the Arkansas Educational Support and Accountability Act

Date Adopted: August 28, 2008

Revised: April 24, 2023

### **8.34—Classified Personnel Duties as Mandated Reporters**

It is the statutory duty of school district employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline: by calling 1-800-482-5964 or by submitting a report through the online reporting system. Failure to report suspected child abuse, maltreatment, or neglect through 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.
- If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public 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 or that form the basis of the serious and imminent threat to the public; 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; that a serious and imminent threat to the public exists; or to rule out such a belief<sup>1</sup>.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement 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 **who is a mandated reporter** from directly reporting suspected child abuse, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Legal References: A.C.A. § 6-18-110  
A.C.A. § 12-18-107  
A.C.A. § 12-18-201 et seq.  
A.C.A. § 12-18-302  
A.C.A. § 12-18-402

Date Adopted: August 28, 2008

Last Revised: May 22, 2023

## **8.35—Obtaining and Releasing Student’s Free And Reduced Price Meal Eligibility Information**

### **Obtaining Eligibility Information**

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

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

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

### **Releasing Eligibility Information**

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

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

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

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

Legal References: Commissioner’s Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018  
DESE Eligibility Manual for School Meals Revised July 2017  
A.C.A. § 6-18-715  
7 CFR 210.1 – 210.31  
7 CFR 220.1 – 220.22  
7 CFR 245.5, 245.6, 245.8  
42 USC 1758(b)(6)

Date Adopted: August 28, 2008

Last Revised: June 21, 2021

### **8.36—Classified Personnel Workplace Injuries and Workers’ Compensation**

The district provides Workers’ Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the District Treasurer<sup>1</sup>. An injured employee must fill out a Form N and the employee’s supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee’s contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District’s WC carrier denied the employee’s WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District’s WC carrier’s expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits.<sup>2</sup>

A WC absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the WC injury certifies the employee is able to return to a “light duty job,” but is unable to return to the employee’s same or equivalent job, the employee may decline the District’s offer of a “light duty job.” As a result, the employee may lose his/her WC payments, but for the duration of the

employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE  
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT  
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

Date Adopted: August 28, 2008

Last Revised: May 24, 2021

## **8.37—Classified Personnel Social Networking and Ethics**

### **Definitions**

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

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

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform

students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

## Policy

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

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing the Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.<sup>2</sup>



Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:<sup>3</sup>

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

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

5. Disclose the username and/or password to his/her personal social media account;
6. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
7. Change the privacy settings associated with his/her personal social media account; or
8. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124  
DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: April 18, 2011

Last Revised: May 24, 2021

### **8.38—Classified Personnel Vacations**

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

All vacation time must be approved, in advance to the extent practicable, by the superintendent who shall consider the staffing needs of the district in making his/her determination. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

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

Vacation days cannot be transferred from another school district.

#### **Local Policy**

Date Adopted: April 18, 2011

Last Revised: March 25, 2013

### **8.39—Depositing Collected Funds**

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

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

Date adopted: April 18, 2011

Last Revised: April 16, 2012

## **8.40—Classified Personnel Weapons on Campus Firearms<sup>1</sup>**

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

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

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;<sup>2</sup>
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

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

### **Other Weapons<sup>3</sup>**

#### **Option 2**

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of pepper spray<sup>4</sup> or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

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

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

Date Adopted: March 25, 2013  
Last Revised: June 24, 2019

## 8.41—Written Code of Conduct for Employees Involved in Procurement with Federal Funds

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

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

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

5. The employee, administrator, official, or agent;
6. Any family member of the District employee, administrator, official, or agent;
7. The employee, administrator, official, or agent's partner; or
8. An organization that currently employs or is about to employ one of the above.

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

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of nominal value (e.g. calendar or coffee mug).<sup>1</sup>

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

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.<sup>2</sup>

Small, minority, and women's businesses will be included in the Ouachita River School District's Child Nutrition Program procurement practices. The Arkansas Small Business Administration <http://www.sba.gov/ar> and the Arkansas Minority Business Directory <http://www.arkansasedc.com/minority-business-directory> will serve as a resource to determine if there are businesses that can effectively and competitively provide for the needs of the Child Nutrition Program.

Legal References: A.C.A. § 6-24-101 et seq.  
Division of Elementary and Secondary Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties



<p><b>12. Form of Payment:</b> <i>(check all that apply)</i></p> <p>Cash                      Nature</p> <p>In-kind (specify)                      Value</p>	<p>Contingency Fee</p> <p>Deferred f.</p> <p>Other: <i>(specifr)</i></p>
<p><b>Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)</p>	
<p><b>Continuation Sheets Attached:</b> Yes                      No</p>	
<p>Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction <i>was</i> made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: Print Name: Title: Telephone Number: Date:</p>

## INSTRUCTIONS FOR COMPLETION OF SF-11 DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

14. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
15. Identify the status of the covered federal action.
16. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
17. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
18. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
19. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
20. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
21. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
22. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
23.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
  - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
24. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
25. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
26. Check the appropriate box. Check all boxes that apply. If other, specify nature.

17. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
18. Check whether Continuation Sheets are attached.
19. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) SUSPENSION AND  
DEBARMENT CERTIFICATION**  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-  
Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on reverse.)**

3. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
4. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

## **INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION**

10. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
11. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
12. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
13. The terms covered transaction, debarred, suspended, and ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
14. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
15. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
16. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
17. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
18. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## LOBBYING CERTIFICATION

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

4. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
5. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
6. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

## **8.42—Classified Personnel Bus Driver End of Route Review**

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

Date Adopted: March 17, 2014

Last Revised:

## **8.43—Classified Personnel Use of Personal Protective Equipment**

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:<sup>1</sup>

- Head and face protection:
  - Hard hat;
  - Bump cap;
  - Welding helmet;
  - Safety goggles;
  - Safety glasses;
  - Face shield;
- Respiratory protection:
  - Dust/mist mask;
  - Half-face canister respirators;
- Hearing protection:
  - Ear plugs;
  - Ear muffs;
- Hand protection, which is based on hazard exposure(s) and type(s) of protection needed:
  - Leather;
  - Latex;
  - Rubber;
  - Nitrile;
  - Kevlar;
  - Cotton;
- Body protection:
  - Welding apron;
  - Welding jackets;
  - Coveralls/Tyvek suits;
- Foot Protection:
  - Metatarsal protection;
  - Steel toed boots/shoes;
  - Slip resistant shoes;
- Fall Protection:
  - Belts, harnesses, lanyards;
  - Skylight protection;

- Safe ladders;
- Scissor lifts.

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee’s job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

4. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
5. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
6. Instructs the employee to perform the employee’s job duties without the prescribed PPE required by those job duties.

An employee shall **not** be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- c. The employee has not been provided the prescribed PPE; or
- d. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee’s immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Cross Reference: 8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

Date Adopted: February 26, 2018

Last Revised:

## **8.44—Classified Personnel Contract Return**

An employee shall have thirty (30)<sup>1</sup> days from the date of the receipt of the employee’s 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<sup>1</sup>, 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 rejection of the offer of employment 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 rejection of the offer of employment final.<sup>3</sup>

Date Adopted: February 25, 2019

Last Revised: May 22, 2023

## **8.45—Classified Personnel Code of Conduct**

### **Definitions**

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 8.20 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Sexual grooming;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating, ranking, or assessing students or other employees as to:
  - Physical attractiveness;
  - Sexual activity or performance; or
  - Sexual preference;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators<sup>1</sup>, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee's contract

for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board<sup>1</sup>.

Legal References: A.C.A. § 6-17-301  
A.C.A. § 6-17-414  
A.C.A. § 6-17-415  
DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: March 28, 2022  
Last Revised: May 22, 2023

### **8.46—Classified Personnel Parental Leave**

In collaboration with the Division of Elementary and Secondary Education, the District provides up to twelve (12) weeks of paid leave for the following:

3. Birth of an eligible employee's biological child; or
4. Placement of an adoptive child in the home of an eligible employee.

An employee shall be eligible to take paid leave under this policy if the:

- Individual was employed full time by the District for more than one (1) year immediately preceding the request for leave; and
- Leave is taken within the first twelve (12) weeks of the cause for leave.

Eligible leave taken under this policy shall run concurrently with leave under Policy 8.23—**CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE** but shall be used before other forms of paid leave.

Cross Reference: 8.23—**CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE**

Legal Reference: A.C.A. § 6-17-122

Date Adopted: May 22, 2023  
Last Revised:

### **8.47—Classified Personnel Name, Title, or Pronoun**

A District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

- a. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

#### Local Policy

Date Adopted: May 22, 2023

Last Revised:

## **8.001 -- Procedures for Handling Hazards**

### **Identifying Hazards**

The Department of Labor may conduct an annual Safety and Health Survey or Inspection.

The Superintendent will make a periodic inspection.

The Building Principal along with his/her appointees will make a day to day inspection of any area or condition that is a potential hazard.

### **Reporting Hazardous Conditions**

Each person in the building will be encouraged to report any hazardous area or condition to the building principal immediately. The Principal will make a written note of this report.

### **Controlling and Correcting Hazards**

Upon recording the existence of a hazard or potential hazard, the Building Principal will proceed immediately to correct the condition. This might include evacuating the building, calling in outside technical assistance, etc. Proper maintenance will be performed as needed and/or required to prevent hazards. Protective equipment will be used to protect personnel in the work place. The Nurse's office (first aid station) shall always be available. The School Nurse is present on campus every day. Many of the school personnel are trained to respond to emergency needs.

### **Training**

Principals and personnel working in areas or conditions that might become hazardous will be trained to understand and spot potential hazards, follow rules and procedures and work practices to minimize hazardous conditions.

Date Adopted: August 28, 2008

Last Revised:

## **8.002—Requirements for Paraprofessionals**



No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have:  
completed at least 2 years of study at an institution of higher education;  
obtained an associate's (or higher) degree;  
taken and passed the Parapro Assessment Test certifying they are highly qualified; or  
satisfied any other state or federal requirement for paraprofessionals to be “highly qualified.”

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment. Title I paraprofessionals who have any student instructional contact already employed by the district as of January 8, 2002 must be able to meet the qualifications criteria by January 1, 2006. The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006. No later than 30 days prior to each paraprofessional’s contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified,” it shall be grounds for termination of the paraprofessional’s contract of employment. An exception to the highly qualified requirements of NCLB is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator; or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

Legal Reference: 20 USC § 6319(c)(d)(e)

Date Adopted: August 28, 2008

Last Revised:

### **8.003—Non-Fraternization Policy**

It is the policy of the Ouachita River School District to maintain an environment and school climate conducive to learning, which promotes appropriate maturation and development of our students. In an appropriate school environment, the staff maintains a professional adult/student relationship with students at all times whether teaching or otherwise providing support and guidance to students, even outside of the school day. Staff members hold a position of trust in relation to our students. To engage in relationships other than the professional adult/student relationship with our students is to breach that trust.

Staff is strictly prohibited from engaging in personal relationships with students which are outside the professional adult/student relationship OR which may give the appearance of being outside the professional adult/student relationship. This prohibition applies to in school or out of school situations so long as the staff member is an employee of the ORSD and a student is enrolled in the District.

This Policy Explicitly Prohibits:

- a) sexual, romantic, dating or flirting relationships between staff and students;
- b) touching between student and staff that give the appearance of intimacy between student and staff;

- c) conversations or correspondence, including telephone conversations and e-mail, of a sexual, or romantic nature or which give the appearance of intimacy between staff and student;
- d) social contacts between staff and student which give the appearance of a relationship prohibited by this policy;
- e) any behavior which gives the appearance that staff and student have a relationship prohibited by this policy.

### **Staff Disciplinary Action**

Staff members who violate this policy are subject to disciplinary action including immediate termination if the circumstances warrant. Staff members who violate this policy are also subject to reporting to law enforcement authorities if the conduct is believed to constitute a crime under Arkansas law. A child abuse report will be made if abuse is suspected from the circumstances of the violation of this policy.

### **Employee Reporting Responsibility**

All employees of the ORSD are required to report any conduct which may be a violation of this policy to the building supervisor. If a parent, student or person other than a District employee, reports a potential violation of this policy, such reports are to be immediately relayed to the building supervisor. Building supervisors are required to immediately report violations of this policy to the Superintendent. Failure to report conduct which may be a violation of this policy or to relay a report by a parent, student or non-employee may result in disciplinary action or immediate termination if the circumstances warrant.

### **Parental Notification**

If disciplinary action is taken against an employee, a report is made to law enforcement, or a child abuse report is made for violation of this policy, the parents of the student involved in the violation of this policy will be notified of the student's involvement.

Date Adopted: August 28, 2008

Last Revised: