

BOARD OF EDUCATION POLICIES

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BOARD OF EDUCATION POLICIES

3.00 Personnel Policies

Subsection I: Personnel Policies

3.01 Personnel Policy Goals

The Board realizes that a dynamic and efficient staff is necessary for maintenance of a quality school system.

The Board's personnel goals are as follows:

1. To recruit, select, and employ the best qualified personnel to staff the school system.
2. To provide a staff development program for all employees for professional growth and increased job performance.
3. To provide staff compensation to attract and retain qualified employees.
4. To conduct an employee evaluation program that will contribute to the continuous improvement of staff performance.
5. To provide for staff involvement in planning, decision making, and evaluation.
6. To develop a positive school climate in which high level performance, morale and satisfaction are encouraged.

(Adopted 2/22/90)

3.02 Drug Free Workplace

Drug-Free School and Campuses

The following statements and procedures are published in compliance with Section 5145 of the Drug Free Schools and Communities Act.

The Clarksville School District is dedicated to providing a drug free workplace for all employees. The District also recognizes that the problem of use, possession, and sale of illegal drugs and/or alcohol by employees may extend to the workplace and requires both attention and action by everyone.

In order to protect the health of both students and staff, the Clarksville School District shall provide a tobacco, drug and/or alcohol free learning and working environment. In accordance with Act 1555 of 1999 (6-21-609) smoking or use of tobacco or products containing tobacco in any form in or on any Clarksville School District property, including school buses, is prohibited (03-14-01).

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

New employees will be required to sign a drug-free workplace certificate before being issued a contract and will be provided a copy of this statement and awareness information.

In an effort to create a healthy environment for students and staff members, and in compliance with the provisions of Public Law 101-226, the Clarksville School Board prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employees on Clarksville School District property or as a part of any school activity.

The illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substances during working hours, school activities or on Clarksville School District property constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this regulation is a condition of employment, and any employee in violation will be subject to disciplinary action, up to and including dismissal.

Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of this policy may result in disciplinary action, including suspension and termination. If the situation warrants, the superintendent shall communicate all available information promptly to the proper law enforcement agency (ies) and offer full cooperation of the Clarksville School District.

Employees are encouraged to seek treatment and/or counseling for drug problems. The Clarksville School District will not assume any expenses incurred in counseling or attendance in a drug/alcohol program.

However, a request for assistance by an employee after violating this regulation will not affect the imposition of disciplinary action.

Employees are to be given a copy of the standards of conduct and the statement of disciplinary sanctions required. (06/24/93)

ADVOCACY SERVICES AND TREATMENT RESOURCES

Alcoholics Anonymous Intergroup Office
1209 North B
Fort Smith, AR 72901
783-0123

Gateway House, Inc.
1715 Grand Avenue
Fort Smith, AR 72901
783-8849

Harbor House, Inc.
615 North 19th Street
Fort Smith, AR 72901
785-4083

Harbor View Mercy Hospital
10301 Mayo Drive
Fort Smith, AR 72903
484-5550

Sparks Care Unit
1311 South I
Fort Smith, AR 72901
441-5500

Western Arkansas Counseling & Guidance Center
3111 South 70th
Fort Smith, AR 72903
1-800-542-1031

Date Adopted:
Last Revised: 6-26-2023

3.03 Staff Involvement in Decision Making

The Board desires that all employees be given opportunities for participation as plans are made for the District, school and departments. It shall be the policy of the Board that the Superintendent and other administrators exercise their powers and duties in ways consistent with democratic ideals and institutions. The Superintendent will develop channels for intercommunication of ideas among staff, administration and Board, and will inform the Board of staff opinion when presenting recommendations for Board action which directly affect staff members. (Adopted 2/22/90).

3.04 Staff Conflict of Interest

The Board directs that no employee engage in, or have a financial interest in any activity that raises a reasonable question of conflict with their duties and responsibilities. This means that employees will not participate for financial remuneration in outside activities wherein their position is used to sell goods or services to District students or their parents during school hours or on school property. The Board further directs that employees will not engage in any type work when the source of information concerning customer or client originates from information obtained through the District.

Employees who are in the same household will, whenever possible, not be assigned to the same administrative unit except by special permission of the Superintendent. (Adopted 2/22/90).

3.05 Staff Conduct and Responsibilities

The Board believes that all employees share basic responsibilities for ongoing school operations. The Board requires of its employees the following:

1. They make themselves familiar with, and abide by, the laws of the state, and the policies and regulations of the District as these affect their work.
2. They carry out assigned responsibilities with conscientious concern.
3. They exercise faithfulness and promptness in attendance at work.
4. They support and enforce policies of the Board and regulations of the school administration in regard to students within constitutional law.
5. They remain mindful that as employees in an educational setting, they are models that affect the development of young people. (Adopted 2/22/90)

3.06 Staff Health and Safety

The Board through its safety program and various policies pertaining to employees, will seek to assist them in the maintenance of good health.

The district will arrange for annual tuberculosis testing of employees and will comply with laws or regulations in regard to any other testing required for school employment.

Whenever an employee's health becomes a hazard to him, to other employees or students, or interferes with his job performance, he may be required to undergo a medical examination for continued employment.

All employees returning from an extended leave of absence for a minimum of one semester for health reasons will submit a medical release form prior to their first working day. (Adopted 2/22/90).

3.07 Board-Staff Communication

Effective communication is the key to successful relations between the Board and the District Staff. Such communication is necessary for the continued improvement of the educational program and for solving problems that may arise.

The Superintendent, as professional leader of the staff, will establish avenues through which staff may participate in the development of educational and personnel policies. Such avenues will not only be in accordance with the requirements of statutes, but will also reflect the Board's goal of maintaining good personnel practices and a climate of mutual trust and respect.

Reports to the Board from staff members or staff organizations may be submitted through the Superintendent as the chief executive of the Board. Use of this channel is not to be construed as denial of any staff member's right to appeal a decision or action of the Superintendent. (Adopted 2/22/90)

3.08 Staff Participation in Political Activities

The Board recognizes the right of its employees, as citizens, to engage in political activities. However, it is the Board's intent that school property and school time, paid for by the people of the District, are not to be used for partisan politics except as provided for in policies pertaining to the use of school buildings by civic and political organizations. (Adopted 2/22/90)

3.09 Personnel Records

It is the intent of the Board that the District maintain complete and current files for all District employees.

All personnel records will be considered confidential and not open to public inspection except where it is required by law.

Any personnel records exempt from disclosure under law will be made available only to school officials and to the employee or his designee.

Every employee, upon request to and in the presence of the Superintendent, or his designees, will have the right to inspect his personnel file and receive copies at an established fee if applicable.

Information of a derogatory nature will not be entered or filed in the employee's personnel folder until the employee is given notice and an opportunity to review the information and attach a reply if he so desires. (Adopted 2/22/90)

3.10—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.¹ 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not appealed to the Board of Directors within ten (10) 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 ten (10) 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 References: A.C.A. § 6-17-208, 210

Date Adopted: April 22, 2004

Last Revised: 6-26-2023

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: _____

Date Adopted:
Last Revised: 6-26-2023

3.11 Jury or Election Duty

Employees chosen for jury or election duty will report to the Superintendent as soon as he has been notified. If the employee wishes to be excused from the duty, the Superintendent will contact the proper person to request they be excused. School personnel who are required to participate as a juror shall be counted present for their employment and shall receive full pay per contract day.

(01/21/93)

When an employee is notified that he has been chosen for jury or election duty, he shall notify the building principal. It shall be the building principal's responsibility to employ the most qualified available substitute.

It shall be the responsibility of the teacher to submit weekly lesson plans to the substitute and the building principal for the duration of the impanelment. (Revised 1/30/89)

3.12 Payroll Procedures (Fiscal Management Policies 3.15)

All licensed personnel are paid in 10 or 12 equal payments of the contract salary. Support staff personnel are paid in accordance with the months worked. All personnel shall be paid on the tenth of the month. Should the tenth fall on the week-end, personnel will be paid on the Friday before the tenth.

For those who elect to receive 12 equal payments, on June 30, two (2) checks are prepared. Teachers may elect to take both checks at once or receive one check each month during the summer. (Revised 12/19/91).

3.13 Salary Deductions

State income tax, federal income tax, and social security tax are deductions required by law and shall be deducted from all payrolls as required by law.

Except for compulsory deductions, all deductions made from salary shall be subject to Superintendent approval and voluntary on the part of the individual employee. For all voluntary deductions, the employee shall complete a form authorizing the deduction and the specific amount. (Revised 7/28/88).

The Clarksville School District offers several fringe benefits to its employees available by payroll deduction. In order for any new benefit to be offered in the form of payroll deduction, such plan will be approved provided 10% of eligible employees will participate. The administration reserves the authority to add additional opportunities for voluntary contributions to annuities or other funds.

Revised: May 16, 2002

3.14 Expense Reimbursement

Funds shall be provided in the annual budget for expenses incurred by district personnel for attendance at approved conferences, workshops and other school related activities (Revised 3/14/01).

The rate of reimbursement for authorized travel in personal vehicles and daily meal expense shall be set by the current IRS rate. (Revised 10/19/95) Actual expenses for lodging will also be reimbursed.

Applicable reports and receipts for justification of expenses will be furnished to the District treasurer. The reports will require the signature of the building principal and the Superintendent or his designee. (Adopted 3/22/90)

3.14A Personal Property

The district has been advised by the Arkansas Department of Education that it would be an inappropriate use of state funds to reimburse an individual for a personal loss of property. Therefore, the school district will not reimburse an employee for any damage or loss of their personal property. Personal items should never be brought and left on school property. If they are, the district is not responsible and the individual should make sure the property is covered by their insurance.

Approved By School Board: May 27, 1999

3.14B Catastrophic Leave Bank

Employees in the Clarksville School District have the option of donating a sick-leave day to the Catastrophic Leave Bank. Applications requesting days from the bank are available in the superintendent's office. A catastrophic event is a severe illness or event requiring prolonged hospitalization or recovery. Examples would include (but are not limited to) cancer, leukemia, heart attack, stroke or accident. These illnesses usually involve high costs for hospitals, doctors and medicines and may incapacitate the person from working which would result in a substantial loss of income to the employee because of the exhaustion of all available leave. The maintenance, eligibility, and administration of this bank are listed below:

A. Eligibility

1. The Catastrophic Leave Bank is for contracted licensed and classified employees of the Clarksville School District.
2. Donations will be optional. All licensed and classified employees will be eligible for participation if they donate
3. Employees who hold two jobs within the district with separate sick leave days (i.e. teacher and bus driver, etc.) may only contribute from one job and will be eligible for catastrophic leave from only that job.
4. Any licensed or classified employee who has donated to the bank and who has used all of his/her accumulated leave, (sick, personal, and vacation), will be eligible to apply. An employee may only apply for actual days missed.
5. Withdrawals will be made in up to, but not more than twenty-five (25) day increments and will be limited to sixty (60) days per contracted year.
6. The leave will be given for the employee or any member of his/her immediate family as defined in 3.43I Sick Leave and Absentee Policy.
7. An employee may not be granted catastrophic leave for a period longer than the employee's current contract period.
8. An application for withdrawal from the bank, accompanied by a physician's statement, MUST be presented to the Catastrophic Leave Committee for their consideration.

B. Maintenance

1. Donations for the bank will be collected at the beginning of each school year. However, once an employee has donated a day, he/she is a member of the bank and does not have to donate annually unless the bank needs to be replenished. Donations will be collected again when the need arises. If the member chooses not to donate when the need arises, he/she immediately ceases to be a member of the bank.
2. Employees who are not members or are new to the district will be given the option of participating in the bank at the beginning of each school year. Employees hired within the year will be given the opportunity to enroll in the Catastrophic Leave Bank when they are hired.

3. An employee who chooses to cancel participation at the annual enrollment period cannot withdraw sick days contributed.
4. The Catastrophic Leave Bank will be replenished when the number of days within the bank is below 100 days and/or the committee determines the need.
5. Members who have drawn from the sick leave bank must donate one day at the beginning of the following school year to remain a member of the Catastrophic Leave Bank.
6. When bank replenishment occurs during the school year, current members who are out of days may join; if this option is exercised the employee must donate one day to the bank when it becomes available. If this employee used sick bank days during the year, then they must donate one (1) day due to bank replenishment, and one (1) day due to their use of the bank's sick days for a total of two (2) days to be donated as soon as they have days available.

C. Administration

1. A committee consisting of one (1) licensed member from each campus, two (2) classified members and the Superintendent or his appointee will administer the Catastrophic Leave Bank. One (1) of the classified members must be a school nurse. Each position will be for three years. The licensed members of the committee shall be elected by the licensed staff from their respective campus. The classified staff shall be elected at large by the classified staff. Members serving on the committee are eligible for reelection. If a vacancy occurs on the committee, a replacement will be elected as soon as possible from the school that is no longer represented as a result of the vacancy. The person elected shall serve the unexpired term of the vacant position.
2. The Catastrophic Leave Committee will determine the need for activating the bank upon receipt of an application in writing by an employee or his/her representative and a physician's statement.
3. Upon receipt of the application, a meeting of the committee will be called within five (5) working days. All Catastrophic Leave Committee meetings shall be in closed session.
4. The employee shall be notified by the Superintendent or his/her appointee within five (5) working days following the decision of the Catastrophic Leave Committee.

3.14C School Calendar

Two calendar drafts will be presented to the Licensed Personnel Policy Calendar Committee. After input from the committee and administration the calendars will be presented to the LPPC. If the draft is approved by the LPPC, the staff will then vote on the calendars and then present the voting results to the school board for approval.

The calendar will include the number of student days, number of work days for staff members, and will indicate holiday periods. The calendar adopted will be consistent with State Department of Education directives and existing statutes.

Approved By School Board: May 27, 1999

Revised 2/17/2014

2023-2024 Clarksville School District Calendar

<p>04 Independence Day</p>	<p>JULY 2023</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>AUGUST 2023</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> <tr><td></td><td></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>07-11 In-Service 14 School Begins</p>
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3.14E—LICENSED PERSONNEL SEXUAL HARASSMENT

The Clarksville 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;¹
- 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;² or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;²
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)³ 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)³ 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:

- o The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- o The respondent is no longer enrolled at the District; or
- o 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.⁴

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-maker⁵ 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.⁵

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 Leave⁶

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 not⁷ 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: 12-14-2020

Last Revised: 12-19-2022

3.14F - Evaluation of Personnel by Relatives (policy for licensed and classified staff)

No individual shall be employed in, or assigned to, a position which would require that he/she evaluate or be evaluated by:

- a. The 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. The spouse of brothers and sisters of the individual's spouse;
- g. Grandparents, aunts, uncles, nieces and nephews by blood or marriage;
- h. 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
- i. Anyone acting or serving as an agent of the individual or acting or serving as an agent of the individual's spouse.

Approved by School Board: June 29, 2006

Effective Date: July 1, 2006

3.14G SCHOOL PERSONNEL COMPUTER USE POLICY

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

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district, along with the Department of Information Services (DIS), to equip our Internet access with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Coordinator or designee may authorize some 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.

Persons no longer employed by the Clarksville School

District are prohibited from using the District network or e-mail.

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

Approved by School Board: June 21, 2007

Effective Date: July 1, 2007

3.14GA SCHOOL PERSONNEL INTERNET/INTRANET USE AGREEMENT

Name: (Please Print) _____

School Building: _____ Date _____

If a Practice Teacher, teaching under: _____

The Clarksville School District agrees to allow the employee identified above ("Employee") to use the district's technology to access the Internet/Intranet under the following terms and conditions:

1. Conditional Privilege: The Employee's use of the district's access to the Internet/Intranet 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/Intranet access he/she will obey all federal and state laws and regulations. Internet/Intranet 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/Intranet 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/Intranet, the Employee shall be subject to disciplinary action up to and including termination or non-renewal of the employment contract.

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

- a. using the Internet/Intranet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
- b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- c. posting anonymous messages on the system;
- d. using encryption software;
- e. wasteful use of limited resources provided by the school including paper;
- f. causing congestion of the network through lengthy downloads of files;
- g. vandalizing data of another user;

- h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- i. gaining or attempting to gain unauthorized access to resources or files;
- j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;

- k. using the network for financial or commercial gain without district permission;
- l. theft or vandalism of data, equipment, or intellectual property;
- m. invading the privacy of individuals;
- n. using the Internet/Intranet 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/Intranet to unauthorized individuals; or
- t. taking part in any activity related to Internet/Intranet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of technology director or his/her designee.

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet/Intranet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet/Intranet 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/Intranet 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 (Applicant's) Signature: _____
Date _____

Approved by School Board: June 21, 2007
Effective Date: July 1, 2007

3.14H, Home Visit

Any employee who needs to make a home visit for any reason shall discuss the need for the visit with the building principal. After the building principal has given approval for scheduling a visit, the employee shall call the parent or guardian of the student to make an appointment for a visit. The principal may require the employee to be accompanied by another school employee during the home visit. At the request of the employee, an administrator shall accompany the employee on the home visit. If a parent or guardian is not home at the time of the visit, the school employee(s) are not to enter the home. If the home visit is performed, the employee is to report the outcome of the visit to the building principal.

Approved by School Board: February 17, 2005

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 3.14E 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: 12-19-2022
Last Revised:

3.18 - LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

An employee may not accept employment outside of his or her 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. 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. 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.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

Date Adopted: 1/29/2024

Last Revised:

3.19—LICENSED PERSONNEL EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of 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 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.

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.

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.

Inquiries on nondiscrimination may be directed to Assistant Superintendent, who may be reached at 479-705-3200.

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, 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.

Legal References: Division of Elementary and Secondary Education Rules
Governing Background Checks

A.C.A. § 6-13-636
A.C.A. § 6-16-1507
A.C.A. § 6-17-301
A.C.A. § 6-17-407
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

Date Adopted:12/19/2022
Last Revised:6-26-2023

3.22—DRESS OF LICENSED EMPLOYEES

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

Date Adopted: 10-21-2013

Last Revised:

3.32.1—LICENSED PERSONNEL COVID EMERGENCY LEAVE

In accordance with Commissioner's Memo COM-21-014, the District provides up to an additional ten¹ (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:²
 - i. Testing positive for COVID-19;
 - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
 - iii. Is a probable close contact or close contact.; and
2. The employee's job duties are not able to be performed remotely.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
 - The District shall ask the employee if the employee wishes to use the applicable FFCRA leave or the COVID Emergency Leave first;
 - The District shall use available leave under the FFCRA first if the employee is unable or unwilling to make an alternative selection;
 - The District shall use the employee's leave selection until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's selected leave;
 - The District shall automatically switch the employee to the other form of leave, if available, should the employee's quarantine or isolation order last longer than the employee's selected leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
 - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District

shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten¹ (10) days. The ten¹ (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.³ The ten¹ (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee shall not be eligible to receive the ten¹ (10) days of paid leave under this policy due to:⁴

- o The need to care for another individual due to the individual's positive COVID test, quarantine order, or isolation order; or
- o The closure of the school or place of care of the employee's child.

An employee's eligibility to receive paid leave under this policy expires on the earlier of:

- a. Governor Hutchinson or the Arkansas General Assembly declares an end to the COVID-19 state of emergency; or
- b. The expiration of the FFCRA or the expiration of the subsequent Federal Act, if any, extending the provisions of the FFCRA.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
 3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL
LEAVE
 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE ACT

Legal References: Commissioner's Memo COM-21-014
 29 C.F.R. Part 826

Date Adopted: 8-21-2020

Last Revised:

3.39 Professional Staff/Professional Staff Positions

For policy purposes the Board uses the term "professional staff" To refer to those employees required to possess teaching or administrative certificates issued by the State Department of Education.

All professional staff positions will be recommended by the Superintendent and approved by the Board. It is the Board's intent to activate a sufficient number of positions to meet standards for accreditation as established by the State of Arkansas. Positions may remain unfilled; only the Board can abolish a position.

Before any new position is established, the Superintendent will present to the Board for approval a description of the position specifying the job holders qualifications and the general duties the person will be expected to perform. (Adopted 2/22/90)

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 belief¹.

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.

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: 6-26-2023

Last Revised:

3.40.1—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 the date the contract is posted to the employee's Softdocs website account.

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.

The central office will notify employees by the twentieth (20th) day after issue if their contract has not been received in the office of the Superintendent.

Date Adopted: 3-14-2011

Last Revised: 6-26-2023

3.41—LICENSED PERSONNEL SALARY SCHEDULE

For the purposes of the salary schedule, a teacher will have worked a “year” if he/she is performing the full-time duties of a teacher for a full school year (minimum of 160 days—per teacher retirement rules for a full year’s service) with a valid teaching license or years of employment in an accredited school in a full-time position that requires that the teacher have a teaching license.

Creditable experience shall be the teacher’s total years of experience as a teacher with a valid teaching license.

The licensed employee is responsible for establishing proof of teaching experience outside the Clarksville District.

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 superintendent’s office. The appropriate salary increase will be reflected in the next paycheck provided it is at least two (2) 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.

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

Legal Reference: Arkansas Code 6-17-2403
Act 237 of 3/8/2023 “LEARNNS Act”

Date Adopted: June 29, 2006
Last Revised: April 24, 2023; 6-26-2023

Clarksville School District
 2023-2024 Licensed Salary Schedule
 Basic Contract - 190 Days
APPROVED APRIL 24, 2023

2023-2024 Only

Years of Experience	Bachelors Degree	Bachelors Degree + 12	Bachelors Degree + 24	Masters Degree	Masters Degree + 12
0	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
1	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
2	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
3	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
4	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
5	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
6	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
7	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
8	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
9	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
10	50,000.00	50,000.00	50,000.00	50,000.00	50,260.00
11	50,000.00	50,000.00	50,000.00	50,050.00	50,910.00
12	50,000.00	50,000.00	50,000.00	50,655.00	51,560.00
13	50,000.00	50,000.00	50,000.00	51,260.00	52,210.00
14	50,000.00	50,000.00	50,000.00	51,865.00	52,860.00
15	50,000.00	50,000.00	50,000.00	52,470.00	53,510.00
16	50,000.00	50,000.00	50,245.00	53,075.00	54,160.00
17	50,000.00	50,000.00	50,805.00	53,680.00	54,810.00
18	50,000.00	50,165.00	51,365.00	54,285.00	55,460.00
19	50,000.00	50,680.00	51,925.00	54,890.00	56,110.00
20	50,000.00	51,195.00	52,485.00	55,495.00	56,760.00
21	50,400.00	51,710.00	53,045.00	56,100.00	57,410.00
22	50,870.00	52,225.00	53,605.00	56,705.00	58,060.00
23	51,340.00	52,740.00	54,165.00	57,310.00	58,710.00
24	51,810.00	53,255.00	54,725.00	57,915.00	59,360.00
25	52,280.00	53,770.00	55,285.00	58,520.00	60,010.00
26	52,750.00	54,285.00	55,845.00	59,125.00	60,660.00
27	53,220.00	54,800.00	56,405.00	59,730.00	61,310.00
28	53,690.00	55,315.00	56,965.00	60,335.00	61,960.00
29	54,160.00	55,830.00	57,525.00	60,940.00	62,610.00
30	54,630.00	56,345.00	58,085.00	61,545.00	63,260.00
31	54,630.00	56,860.00	58,645.00	62,150.00	63,910.00
32	54,630.00	56,860.00	59,205.00	62,755.00	64,560.00
33	54,630.00	56,860.00	59,205.00	63,360.00	65,210.00
34	54,630.00	56,860.00	59,205.00	63,360.00	65,860.00

Indexes:

- District Level Curriculum Coordinator 1.45000 (240 Days)
- District Level Reading Specialist 1.263158 (240 Days)
- District Level Math Specialist 1.263158 (240 Days)
- Secondary Counselors 1.263158 (240 Days)
- Elementary Counselors 1.052632 (200 Days)
- Counselor/Testing Coordinator 1.078947 (205 Days)
- Vocational Teachers 1.052632 (200 Days)
- Agriculture Teacher 1.263158 (240 Days)
- Teachers 1.000000 (190 Days)
- District Level Activity Director - 1.46 (260 Days)
- National Board Certification - \$2,000 per annum for the life of the certificate
- Certificate of Clinical Competance in Speech-Language Pathology (CCC-SLP) - \$2,000 per annum for the life of the certificate
- Special Education LEA Supervisor - 1.4642 (240 Days)
- Parental Involvement Building Coordinators - \$500.00 Stipend
- AIMMS - Funding as determined by the Arkansas Department of Education
- Resource Room Teachers - Index .04
- Speech Pathologist - Index .04
- Direct Instruction Teacher - Index .06

The above salary schedule is designed to meet the requirements of the "Arkansas LEARNS" Law. There are many unknowns in regard to funding at the time of drafting this schedule. This salary schedule is proposed so the district can generate contracts and begin the new school year without interruption to general and daily operations.

The Administration will work with the PPC to draft and present a future salary schedule, for approval by the Board, after all state funding is known and more information is available.

**CLARKSVILLE SCHOOL DISTRICT
EXTRA-CURRICULAR SCHEDULE
2023-2024**

APPROVED APRIL 24, 2023

Position	Stipend
Archery	\$ 1,170.00
Band, Head Sr. & Jr.	\$ 11,700.00
Band, Assistant	\$ 6,240.00
Baseball, Head	\$ 5,850.00
Baseball, Assistant	\$ 2,340.00
Basketball, Sr. High Head	\$ 11,700.00
Basketball, Sr. High Assistant	\$ 8,190.00
Basketball, Jr. High Head	\$ 8,580.00
Basketball, Jr. High Assistant	\$ 5,070.00
Basketball, 7th Grade	\$ 1,950.00
Beta Club	\$ 500.00
Bowling Coach - Boys	\$ 1,950.00
Bowling Coach - Girls	\$ 1,950.00
Cheerleader Coach, Sr.	\$ 5,850.00
Cheerleader Coach, Jr.	\$ 4,680.00
Cheerleader Coach, 7th Grade	\$ 1,950.00
Choral, Sr. & Jr.	\$ 6,630.00
Choral, Assistant	\$ 4,290.00
Cross Country - Boys	\$ 1,950.00
Cross Country - Girls	\$ 1,950.00
Dance Team, Sr.	\$ 780.00
Drama	\$ 5,850.00
Football, Sr. High Head	\$ 11,700.00
Football, Sr. High Assistant	\$ 8,190.00
Football, Jr. High Head	\$ 8,580.00
Football, Jr. High Assistant	\$ 5,070.00
Football, 7th Grade	\$ 1,950.00
Golf - Boys	\$ 1,950.00
Golf - Girls	\$ 1,950.00
GT Co-ordinator	\$ 1,560.00
Journalism	\$ 1,170.00
Quiz Bowl	\$ 1,170.00
Robotics	\$ 500.00
Soccer--Head, Boys	\$ 5,850.00
Soccer--Head, Girls	\$ 5,850.00
Soccer--Assistant	\$ 2,340.00
Softball, Head	\$ 5,850.00
Softball, Assistant	\$ 2,340.00
Swimming - Boys	\$ 3,900.00
Swimming - Girls	\$ 3,900.00
Tennis - Boys	\$ 1,950.00
Tennis - Girls	\$ 1,950.00
Track, Sr. High	\$ 5,070.00
Track, Jr. High	\$ 4,290.00
Trap	\$ 1,170.00
Volleyball, Sr. High	\$ 11,700.00
Volleyball, Jr. High	\$ 8,580.00
Volleyball, 7th Grade	\$ 1,950.00
Yearbook, HS & JH	\$ 1,560.00
Yearbook, Middle School	\$ 1,000.00

Clarksville School District
2023-2024 Administrator Salary Schedule
APPROVED April 24, 2023

Years of Experience	High School Principal		High School Assistant Principal		Jr. High/Middle Principal		Jr. High/Middle Assistant Principal		Primary/Elementary/Intermediate Principal		Primary/Elementary/Intermediate Assistant Principal	
	MA	MA + 12	MA	MA + 12	MA	MA + 12	MA	MA + 12	MA	MA + 12	MA	MA + 12
	0	63,549.62	64,842.26	61,798.55	62,458.53	62,965.93	63,638.37	61,214.86	61,868.61	62,382.24	63,048.45	60,635.44
1	65,173.52	65,785.08	63,447.32	64,042.03	64,598.12	65,204.06	62,871.92	63,461.01	64,022.72	64,623.04	62,300.72	62,884.23
2	66,075.94	66,754.62	64,324.87	64,984.85	65,492.25	66,164.69	63,741.18	64,394.93	64,908.56	65,574.77	63,161.76	63,809.31
3	66,978.36	67,724.16	65,202.43	65,927.68	66,386.38	67,125.33	64,610.45	65,328.85	65,794.40	66,526.50	64,022.79	64,734.39
4	67,880.77	68,693.70	66,079.98	66,870.50	67,280.51	68,085.96	65,479.71	66,262.77	66,680.24	67,478.23	64,883.83	65,659.47
5	68,783.19	69,663.24	66,957.53	67,813.33	68,174.64	69,046.60	66,348.98	67,196.69	67,566.08	68,429.96	65,744.86	66,584.55
6	69,685.61	70,632.78	67,835.08	68,756.15	69,068.77	70,007.23	67,218.24	68,130.61	68,451.93	69,381.69	66,605.90	67,509.63
7	70,588.03	71,602.32	68,712.64	69,698.98	69,962.90	70,967.87	68,087.50	69,064.53	69,337.77	70,333.42	67,466.94	68,434.71
8	71,490.45	72,571.86	69,590.19	70,641.80	70,857.03	71,928.50	68,956.77	69,998.45	70,223.61	71,285.15	68,327.97	69,359.79
9	72,392.86	73,541.40	70,467.74	71,584.63	71,751.16	72,889.14	69,826.03	70,932.37	71,109.45	72,236.88	69,189.01	70,284.87
10	73,295.28	74,510.94	71,345.29	72,527.45	72,645.29	73,849.77	70,695.30	71,866.29	71,995.29	73,188.61	70,050.04	71,209.95
11	74,197.70	75,480.48	72,222.85	73,470.28	73,539.42	74,810.41	71,564.56	72,800.21	72,881.13	74,140.34	70,911.08	72,135.03
12	75,100.12	76,450.02	73,100.40	74,413.10	74,433.54	75,771.04	72,433.82	73,734.13	73,766.97	75,092.07	71,772.12	73,060.11
13	76,002.54	77,419.56	73,977.95	75,355.93	75,327.67	76,731.68	73,303.09	74,668.05	74,652.81	76,043.80	72,633.15	73,985.19
14	76,904.95	78,389.10	74,855.50	76,298.75	76,221.80	77,692.31	74,172.35	75,601.97	75,538.65	76,995.53	73,494.19	74,910.27
15	77,807.37	79,358.64	75,733.06	77,241.58	77,115.93	78,652.95	75,041.62	76,535.89	76,424.49	77,947.26	74,355.22	75,835.35
16	78,709.79	80,328.18	76,610.61	78,184.40	78,010.06	79,613.58	75,910.88	77,469.81	77,310.34	78,898.99	75,216.26	76,760.43
17	79,612.21	81,297.72	77,488.16	79,127.23	78,904.19	80,574.22	76,780.14	78,403.73	78,196.18	79,850.72	76,077.30	77,685.51
18	80,514.63	82,267.26	78,365.71	80,070.05	79,798.32	81,534.85	77,649.41	79,337.65	79,082.02	80,802.45	76,938.33	78,610.59
19	81,417.04	83,236.80	79,243.27	81,012.88	80,692.45	82,495.49	78,518.67	80,271.57	79,967.86	81,754.18	77,799.37	79,535.67
20	82,319.46	84,206.34	80,120.82	81,955.70	81,586.58	83,456.12	79,387.94	81,205.49	80,853.70	82,705.91	78,660.40	80,460.75
21	83,221.88	85,175.88	80,998.37	82,898.53	82,480.71	84,416.76	80,257.20	82,139.41	81,739.54	83,657.64	79,521.44	81,385.83
22	84,124.30	86,145.42	81,875.92	83,841.35	83,374.84	85,377.39	81,126.46	83,073.33	82,625.38	84,609.37	80,382.48	82,310.91
23	85,026.72	87,114.96	82,753.48	84,784.18	84,268.97	86,338.03	81,995.73	84,007.25	83,511.22	85,561.10	81,243.51	83,235.99
24	85,929.13	88,084.50	83,631.03	85,727.00	85,163.10	87,298.66	82,864.99	84,941.17	84,397.06	86,512.83	82,104.55	84,161.07
25	86,831.55	89,054.04	84,508.58	86,669.83	86,057.23	88,259.30	83,734.26	85,875.09	85,282.90	87,464.56	82,965.58	85,086.15
26	87,733.97	90,023.58	85,386.13	87,612.65	86,951.36	89,219.93	84,603.52	86,809.01	86,168.75	88,416.29	83,826.62	86,011.23
27	88,636.39	90,993.12	86,263.69	88,555.48	87,845.49	90,180.57	85,472.78	87,742.93	87,054.59	89,368.02	84,687.66	86,936.31
28	89,538.81	91,962.66	87,141.24	89,498.30	88,739.62	91,141.20	86,342.05	88,676.85	87,940.43	90,319.75	85,548.69	87,861.39
29	90,441.22	92,932.20	88,018.79	90,441.13	89,633.75	92,101.84	87,211.31	89,610.77	88,826.27	91,271.48	86,409.73	88,786.47
30	91,343.64	93,901.74	88,896.34	91,383.95	90,527.88	93,062.47	88,080.58	90,544.69	89,712.11	92,223.21	87,270.76	89,711.55
31	92,246.06	94,871.28	89,773.90	92,326.78	91,422.01	94,023.11	88,949.84	91,478.61	90,597.95	93,174.94	88,131.80	90,636.63
32	93,148.48	95,840.82	90,651.45	93,269.60	92,316.13	94,983.74	89,819.10	92,412.53	91,483.79	94,126.67	88,992.84	91,561.71
33	94,050.90	96,810.36	91,529.00	94,212.43	93,210.26	95,944.38	90,688.37	93,346.45	92,369.63	95,078.40	89,853.87	92,486.79
34	94,050.90	97,779.90	91,529.00	95,155.25	93,210.26	96,905.01	90,688.37	94,280.37	92,369.63	96,030.13	89,853.87	93,411.87

3.42 Professional Staff Supplementary Pay Plan

The Board directs that professional staff who are regularly assigned to duties which require time or responsibilities over and above their basic contractual obligations will receive extra compensation in accordance with a supplementary index salary schedule.

Positions and appointments to the positions will be recommended by the Superintendent and approved by the Board. Duties of the appointees will be stated in the contract with the amount for each duty as stated on the supplementary index salary schedule. (Adopted 2/22/90)

3.42.1 National Board Certified Teachers

All National Board Certified Teachers will receive an annual stipend of \$2000 and, for their classroom, a mini-laptop computer or comparable piece of computer technology, not to exceed a cost of \$500.

Adopted-4/19/2010

3.42.2 Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP)

All speech-language pathologists with a Certificate of Clinical Competence for Speech-Language Pathologists (CCC-SLP) will receive an annual stipend of \$2000.

Date Adopted: 3-14-2011

Last Revised:

3.43 Professional Staff Leaves and Absences

The Board will provide a plan for leaves and absences designed to help members of the professional staff maintain their physical health, take care of family and other personal emergencies, grow professionally, and discharge important and necessary obligations. It is the Board's intent that the program be administered fairly and equitably and in accordance with state law and Board approved policy. (Adopted 2/22/90)

I. Sick Leave and Absentee Policy

For the purpose of this policy, the term "teacher" shall include any full time employee of the local school district, who is compelled by law to secure a license from the State Board of Education as a condition precedent to employment.

Immediate family shall include the teacher's spouse, children, stepchildren, parents on both sides, brothers and sisters on both sides, sisters-in-law and brothers-in-law on both sides, grandparents on both sides, grandchildren, rearing guardians, and other relations in the same household.

Sick leave shall mean absence with full pay from ones duties in a public school for the reason of personal illness, or illness or death in his immediate family.

If the employee dies while under contract, the accumulated sick leave days will be paid to the employee's estate at the same rate used for accumulated sick leave day's pay. (5/15/97)

Personnel contracted for 180 to 199 days will have 10 days sick leave per year;
Personnel contracted for 200 to 219 days will have 11 days sick leave per year;
Personnel contracted for 220 to 239 days will have 12 days sick leave per year;
Personnel contracted for 240 to 260 days will have 13 days sick leave per year. (04/20/95)

Employees with contracts written for less than 180 days will be tied to a calendar established by the employee and their principal (supervisor) at the beginning of the school year. Sick leave shall be prorated based on the number of work days established on this calendar divided by the number of days normally set for this type of contract. (6/25/98)

A record of sick leave used and accumulated shall be established by the district for each teacher.

Sick leave that is unused by teaching personnel during any school year shall accumulate in that teacher's sick leave account until 120 days have been accumulated. (04/20/95)

A teacher may use any amount up to his/her total number of accumulated days of sick leave.

Accumulated days of sick leave that are used up may be restored up to 120 days in the same manner that they were first accumulated.

Any teacher who has accumulated more than 120 sick leave days shall be eligible to participate in the sick leave pay-out plan as follows: any teacher shall be paid at the rate of sixty percent of a days' pay with a maximum of \$100 a day for all sick leave days over 120. (1/15/98) (5/19/2014) (4/16/2018) (12/18/2023)

A teacher who is sick or needs to be absent from school for any reason shall notify the building principal by 7:00 a.m. of the morning absence.

Repeated failure of the teacher to notify the principal will result in the teacher's pay being docked one (1) day for each day's offense.

If a teacher resigns or leaves their teaching position for any reason before the end of the term, the district may deduct from the last pay period full compensation for any days of sick leave used in excess of the number of days earned.

3.43

P. 1 of 3

If a principal has reason to believe that a teacher violated or misused the provisions of this policy, the principal may require a certificate signed by a duly licensed physician for the absences in question. The teacher shall be notified of this requirement in writing.

A teacher on extended sick leave may continue to participate in the programs available through payroll deduction. During such leave, total payments due are payable in advance.

II. Professional Leave

Licensed personnel may be granted professional leave for the purpose of attending meetings in areas directly related to their teaching/administrative assignment. Approval in advance by the principal and Superintendent must be obtained. A substitute will be provided by the district with no loss of pay to the employee. Expense reimbursement will be provided as established by the Board in Policy 3.14.

III. Personal Leave

In addition to other leave, each licensed employee shall be entitled to three days of personal leave per year at full pay. These personal days may accumulate up to a total of six. Accumulated personal leave days over six will be added to sick leave. (4/20/95) A licensed employee utilizing a personal

leave day should notify his/her principal before the leave is to commence. (04/16/92) (revised 6-17-04)

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions (which are related to their job duties) and do not qualify for other types of leave. School functions, for the purpose of this policy means:

1. Athletic or academic events related to the 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.

Employees tied to a calendar of less than 180 days will have personal leave prorated based on the number of work days established on their calendar divided by the number of days normally set for this type of contract. (6/25/98)

IV. Extended Leave

Extended leave is a leave of absence without pay, but with the privilege of returning to the same or as nearly comparable assignment as possible and may be granted upon approval by the superintendent.

Licensed staff who have been employed by the district for three consecutive years can apply for extended leave of absence for the purpose of maintaining physical health or caring for an immediate family member with a serious health condition. Immediate family shall include the teacher's spouse, children, stepchildren, parents on both sides, brothers and sisters on both sides, sisters-in-law and brothers-in-law on both sides, grandparents on both sides, grandchildren, rearing guardians, and other relations in the same household. Both maintaining physical health or caring for an immediate family member must be validated by a signed physician's statement indicating the need for the leave. Leave of absence shall be limited to a maximum of one year.

3.43

P. 2 of 3

In determining whether to approve or deny an application for extended leave, the superintendent will consider the teacher's request, the potential effect on the students involved, school accreditation status, and other appropriate factors.

The superintendent may set a date the teacher must notify him of his intention to return to work. Failure to notify the superintendent of intention to resume work as indicated, or

failure to report for duty at the expiration of an extended leave shall be considered a resignation. All benefits to which a teacher was entitled at the time his extended leave commenced will be restored to him upon his return. Unless otherwise specified, a returning teacher will be placed on the salary schedule at the level achieved prior to his leave.

V. Leave Regulations

All salary reductions for absences beyond the accumulated leave for absences not authorized or covered under the above provision shall be calculated at the rate of one full day or no less than one-half day.

At the termination of employment for any reason all leave credit shall be canceled. Teachers coming in the system during the academic school term will earn leave at the rate of one day per month for the number of months remaining in the academic year. An employee must be employed at least twelve (12) days in any one month or the greater portion of the month in order to earn a sick leave day for that month.

The decision of the Board of Education will be final with reference to any question which may arise as to whether or not absence of the teacher or the number of days absent of the teacher is necessary. (Adopted 2/22/90)

VI. Funeral Leave

A staff member may use sick leave for a death outside of the immediate family. (Adopted 4/4/91)

Addendum to School Board Policy 3.43 (Professional Staff Leaves and Absences)

Any employee missing work due to hazardous road conditions, the loss of his/her home by fire, tornado, or some other catastrophic loss to his/her personal property may charge his/her leave to sick leave or personal leave.

Addendum Approved By School Board: May 23, 2001

Effective Date of Addendum: July 1, 2001

Revised (Parental and Extended Leave Deleted) By School Board: May 15, 2003

Effective Date of Revision: July 1, 2003

Revised (Extended Leave Approved By School Board: June 26, 2003, Effective Date: July 1, 2003

Revised (Personal Leave, Approved By School Board on June 17, 2004, Effective 7-104)

Revised Definition of Immediate Family for Sick Leave and Extended Leave Approved by School Board: February 17, 2005

Personal Leave Section Revised in accordance with Arkansas statute 6-17-211, May 15, 2008

Revises (Sick Leave and Absentee Policy, Approved By School Board December 18, 2023)

3.44 Professional Staff Sick Leave Severance Pay

Clarksville School District licensed personnel who retire under Arkansas Teacher Retirement System with a minimum of five (5) or more years of full-time service to the Clarksville District, shall be paid for all accumulated sick leave. Payment shall be made at the time of retirement at the rate of sixty percent of a day's pay up to a maximum of \$130 per day. If the qualifying employee provides a signed and dated resignation announcing their retirement to the superintendent prior to, or on December 31st, they will receive up to a maximum of \$130 per day payment for their unused sick days. If the qualifying employee provides the retirement statement to the superintendent between January 1st and March 1st, they will receive up to a maximum of \$105 per day for their unused sick days. After March 1st the employee will receive the maximum rate of \$100 per day. Funding will be supported by the teacher salary fund. (5/15/97) (5-19-2014) (4/16/2018) (12/18/2023)

3.44.1 – LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

The district provides Workers’ Compensation 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 Payroll/Human Resources. 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 there be a record 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.

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 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.

A Workers’ Compensation absence may run concurrently with FMLA leave 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.

Employees who are absent from work in the school district due to a Workers’ Compensation 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 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 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;
- Shall receive no compensation above that of the WC insurance coverage from the District following exhaustion of the employee's accumulated sick leave;
- Shall not be returned sick leave that is used for a WC claim except as expressly provided in this policy.

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)

Proposed: 2/27/2017

Date Adopted: 3-30-2017

Last Revised:

3.45 Professional Staff Vacations and Holidays

All full time twelve (12) month employees will be entitled to ten (10) working days of vacation with pay. Each twelve (12) month employee will be granted 10 days at the beginning of their contract (July 1). If an employee begins employment after July 1, or the employment is terminated prior to June 30, vacation time will be prorated based on the time worked compared to the entire year. Vacation will be approved by either the Superintendent or the employee's immediate supervisor.

Clarksville School District urges all eligible employees to take their allotted vacation days during the year it is earned. However, the nature of some positions may make this difficult to accomplish. Unused vacation days may be carried over to the next year at a maximum of ten (10) days. At no point during any school year shall the total of current vacation days and carry over vacation days exceed twenty (20) vacation days. Those vacation days in excess of the twenty (20) day carryover limit will be converted to sick days. Earned but unused vacation will be paid upon retirement, termination, or non-renewal at the employee's current daily pay rate (the number of days to be compensated will be prorated if the termination occurs prior to the end of the contract).

Employees will be entitled to specific holidays with pay which fall on regularly scheduled work days. When schools are closed for a student holiday period or emergency purposes, the Superintendent or his designee(s) will establish and administer a schedule of work days for twelve month employees.

(Adopted 2/22/90) (Revised 12/16/13) (Revised 10/24/2017)

3.46—LICENSED PERSONNEL POLICY COMMITTEE

Membership

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

1. Twelve (12) members who are two (2) classroom teachers from each school:
2. Up to three (3) administrators appointed by the superintendent, which may include the superintendent.

Election of Teacher Members

The teacher members of the PPC shall be elected as follows:

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) the teacher is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.

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 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.
- V.

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.

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.
-

The board of directors shall have the authority to adopt, reject, or refer back to the Committee on Personnel Policy for further study and revision any proposed policies or amendments to existing policies that are submitted to the Board for consideration.

Cross Reference: 1.9—POLICY FORMULATION

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

Date Adopted:

Last Revised:

6-26-2023

3.46A Policy Adoption

The Board is solely responsible for the adoption of new policies or the amendment or repeal of existing policies.

Either the Personnel Policy Committee or the board of directors may propose new personnel policies or amendments to existing policies if the proposals by the board have been submitted to the personnel policy committee at least ten (10) working days prior to presentation to the board.

The superintendent may recommend any changes in personnel policies to the board of directors or to the personnel policies committee. Such recommendations shall become proposals if adopted by either the board or the committee.

The chair of the personnel policy committee or a committee member designated by the chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the board of directors.

After presentation to the board, action shall be taken no later than the next regular board meeting.

The board of directors shall have the authority to adopt, reject, or refer back to the committee on personnel policies for further study and revision any proposed policies or amendments to existing policies that are submitted to the board for consideration.

The personnel policies of the district shall be considered to be incorporated as terms of the licensed personnel contracts and shall be binding upon the licensed personnel and the district.

Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the licensed personnel employed by the district voting by secret ballot. The voting and counting shall be conducted by the personnel policy committee.

Each teacher or administrator being employed by the school district for the first time shall be given a copy of the district's personnel policies in effect at the time of his employment.

Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.

The non-personnel policies of the Board may be adopted or amended by a majority vote of the Board members at any legally held Board meeting.

Approved By School Board: May 27, 1999
Legal Reference: 6-17-205, 6-17-204, 6-17-206

3.47 Evaluation Committee

Clarksville School District shall have an Evaluation Committee consisting of classroom teachers and administrators.. Two classroom teacher representatives from each building shall be elected by the teachers employed in that building. The Director of Curriculum shall chair the committee. Two other representatives of the administration may be appointed by the Superintendent.

The Evaluation Committee shall review the evaluation plan used to evaluate licensed personnel annually to determine if any changes are needed. Such changes shall be compatible with state law. Recommended changes shall be presented to the Board of Education for approval. The Evaluation plan developed by the committee shall be used for the evaluation of licensed personnel. (Adopted 3/22/90)

Revision of First Paragraph Approved By School Board: March 14, 2001

3.48 Part-Time and Substitute Professional Staff Employment

The Board recognizes that there are times in which the services of part-time teachers may be sufficient for staff requirement. The Board will approve such positions upon recommendation of the Superintendent.

The Superintendent is authorized to provide as many substitute teachers as may be necessary to take the place of teachers who are temporarily absent. Applications for substitute teaching positions may be processed through the office of the building principals.

All substitute teachers will be expected to provide educational services, rather than to assume merely a student-supervisory role. To that end, substitutes will be provided with as much support as possible by principals and teachers. The contracted teacher shall provide, as applicable to grade level, the following:

1. Detailed lesson plans
2. Daily schedule, including duties
3. Schedule of special classes such as P.E./Art/Music
4. List of students who attend special classes and their schedule
5. Other information as may be applicable and required daily

The responsibilities of the substitute teacher are as follows:

1. Have required information filed in the District office
2. Meet health requirements met by district personnel
3. Assume all responsibilities of the regular teacher
4. Follow-up written report of accomplishments in accordance with lesson plans left by the teacher.

The Board will set the rate of pay for substitute teachers. (Adopted 3/22/90)

3.49 Arrangement for Professional Staff Substitutes

Principals or their designated representatives will be responsible for obtaining substitutes for absent teachers. The principal will be expected to supervise and evaluate each substitute. (Adopted 3/22/90)

3.50 Professional Staff Orientation

The Board recognizes that an appropriate orientation program will aid in the assimilation of new staff into the school system and contribute to the continued growth of returning personnel.

The Superintendent is directed to assure that new staff members are assisted in becoming acquainted with district services and introduced to staff through a pre-school meeting.

Orientation meetings will be continued at the building level for both new staff and returning personnel. Orientation of returning personnel will focus upon any changes that have occurred during the previous year, and the general goals for the current year.

Orientation of new personnel will extend over a period of time at the building level and will include a broadly based effort to supply information and details which will improve the new teacher's understanding of the District's framework, including Board policies, and the instructional program.

(Adopted 3/22/90)

3.52 Professional Staff Assignments and Reassignments

After considering personnel qualifications, seniority within the district, and personnel preferences in assignment or reassignment, all assignments or reassignments will be made by the Superintendent upon consideration of recommendations made by the principal. Instructional personnel may be assigned, reassigned, or transferred by decision of the Superintendent and approval of the Board of Education in accordance with state law. (Adopted 3/22/90)

3.53 Seniority

For the purpose of personnel policies, seniority is defined as follows: Precedence of position; especially over others of the same classification by reason of a longer span of service in the district.

(Adopted 3/22/90)

(L)3.54 Professional Staff Recruitment

Announcement of a staff vacancy, either caused by a resignation, or the creation of a new position, shall be made to present staff members prior to publications to other potential applicants or employment interviews. (Adopted 3/22/90)

3.54—TEACHING DURING PLANNING PERIOD AND OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY

A fifth (5th) through twelfth (12th) 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 (5th) through twelfth (12th) 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 (5th) through twelfth (12th) 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 (5th) through twelfth (12th) 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.¹

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 References: A.C.A. § 6-17-812
 DESE Rules Governing Class Size and Teaching Load

Date Adopted: 10-21-2019

Last Revised: 6-26-2023

3.54F—TEACHING INSTEAD OF PREPARATORY PERIOD AND/OR EXTRA DAILY STUDENTS CONTRACT ADDENDUM

The Clarksville School District (District) and _____ (Teacher) enter into the following contract addendum:

1. Teacher has agreed to teach a class on _____ instead of a preparatory period from _____ through _____;^{1,2}
2. District agrees to pay Teacher for the loss of Teacher’s preparatory period in the amount of _____;²
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 _____;³
4. District agrees to pay teacher _____⁴.
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: 6-26-2023
Last Revised:

3.55 Professional Staff Time Schedule

The Board expects all teachers to be in their individual school each day at 7:45 a.m. Teachers are expected to remain at school until 3:30 p.m. Exceptions to this policy are parent/teacher conferences, early and late duty assignments, faculty meetings, in-service meetings and activities as deemed necessary by the superintendent or building principal.

The Board expects all principals to be in their individual building by 7:30 a.m. and to remain until 4:00 p.m.

The board realizes that it is difficult to set a time that will be efficient from year to year, therefore, the superintendent has the authority to change the work time as necessary.

Approved By School Board: December 17, 1998

3.56 Professional Staff Work Load

Class sizes will be as small as instructional program, facilities, personnel and funding permit.

The teaching load will be consistent with state regulations. Reasonable effort will be made to provide for an equitable assignment of students to teachers. After the fall enrollment date, the principal and involved teachers will review class loads and level assignments where feasible.

(Adopted 3/22/90)

3.57—LICENSED PERSONNEL NAME, TITLE, OR PRONOUN

Unless a District employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, 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 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

Date Adopted: 6-26-2023

Last Revised:

3.58—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 that:

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

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

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 June 1st through May 31st. 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. 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 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.⁴ 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.⁵

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 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 antibullying policies and the licensed employee's duties under the District's antibullying policies.

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may

include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by 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.

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.

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.

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).

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
A.C.A. § 6-61-133

Date Adopted: May 19, 2014
Last Revised:6-26-2023

3.59 LICENSED PERSONNEL EVALUATIONS

Definitions

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

"Inquiry category" is a category in which the building level or district level leader consistently demonstrates progressing, proficient, and/or exemplary performance on standards and functions in the Leader Excellence and Development System (LEADS) rubric.

“Intensive Category” is a category in which a building level or district level leader receives a rating of not meeting standards on the summative evaluation rubric as defined by the LEADS Rules.

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

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

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502. A.C.A. § 6-17-1502, as interpreted by case law, defines "probationary" as an employee below the level of assistant superintendent who is required by the Arkansas Department of Education to hold a teaching license to be able to perform his or her job who has completed less than three consecutive years of licensed employment in a single Arkansas district. When an employee changes districts, it also allows for a case-by-case addition of one more year of probation upon action of the board. For TESS' purposes, it's important your district keep track of your licensed employee's probationary status

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

Teachers

The Board recognizes that evaluation of the instructional and administrative staff is essential to continuous improvement of the schools. Therefore, it shall be the policy of the Board that all licensed personnel employed by the Clarksville School District shall be evaluated in writing under the Teacher Excellence and Support System (TESS) or Leader Excellence and Development System (LEADS).

Beginning with the 2014-2015 school year, the Clarksville School District will participate in the state mandated teacher evaluation process, Teacher Excellence and Support System (TESS) and Leader Excellence and Development System (LEADS) and shall comply with all laws and

regulations associated with the law.

Licensed employee evaluation in the Clarksville School District is based on the premise that professional growth is essential for the improvement of employee performance and instruction.

By August 31 of each school year, or within one month of later employment, the supervisor shall inform each employee in writing of his/her evaluator and Evaluation Track for that particular school year. The District Notice of Evaluation Form will be used for documentation. The evaluator will inform the employee of the details of the evaluation process including the location of the state-required TESS/LEADS Forms. The forms are available on the ADE website and the Clarksville School District website. The evaluator shall be the supervisor of the employee. If the teacher disagrees with the evaluation, the teacher may submit a written rebuttal, which shall be attached to the file copy of the evaluation in question. Any teacher in TRACK 3 may request an additional formal observation and may also request an evaluation by a third party agreeable to both the teacher and administrator.

Observations may occur at any time after notifications of evaluation. However, the first formal observation should be completed by the end of the fall semester and all observations will be completed by May 1.

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

In a summative evaluation year, the licensed teacher's annual overall rating will be derived from the licensed teacher's performance rating.

Building Level or District Level Evaluations

Building level or district level leaders will be evaluated under the schedule and provisions required by LEADS.

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

Novice category and probationary building level or district level leaders, those building level or district level leaders who have been placed in the Intensive category, and those building level or district level leaders who have not had a summative evaluation the previous two years will have a summative evaluation. A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final. In subsequent years, he/she shall revise his/her PGP and associated documents required under LEADS.

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. In a non-summative evaluation year, his/her job performance

will be measured on how well the PGP's goals have been met.

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

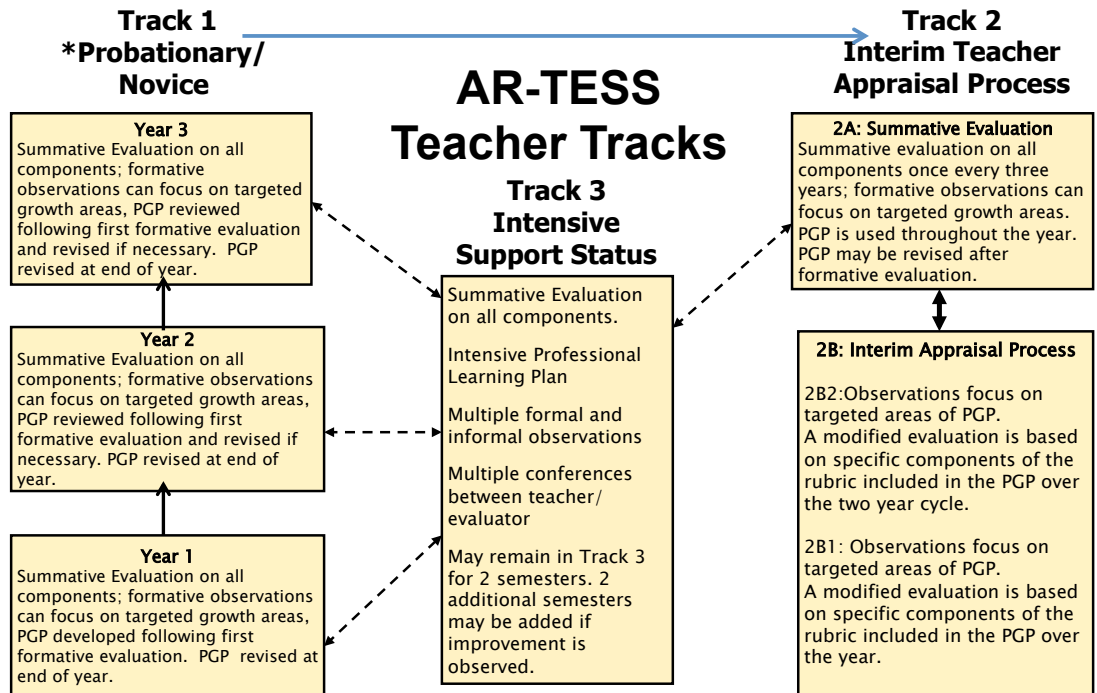
- The level of performance based on the performance functions and standards of the evaluation rubric;
- The evidence of teacher performance and growth applicable to the building- or district-level leader; and
- The building- or district-level leader's progression on his or her professional growth plan.

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

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

Evaluation Plan and Tracks

The following diagram outlines the evaluation cycle for teachers:



*A first year teacher will be considered both a novice and probationary teacher.

**"Probationary teacher" means a teacher who has not completed three (3) successive years of employment in the school district in which the teacher is currently employed. A teacher employed in a school district in Arkansas for three (3) years will complete the probationary period.

*An employing school district may, by a majority vote of its directors, provide for one (1) additional year of probationary status.

*District Policy is required to place all new employees incoming to the district from another district /state on a one-year probationary status.

TESS does not conflict, nor is it meant to replace the Arkansas Teacher Fair Dismissal Act (ATFDA).

Revised 8/22/13

Notice of Evaluation

Licensed Employee _____

In accordance with District Policy Number 3.59 _____, _____ has been selected to conduct your evaluation for the current school year.

Additionally, for this current _____ school year, you will be evaluated in accordance with the Teacher Evaluation Track indicated below and all forms relevant to such evaluation.

_____ Teacher Evaluation Track 1

_____ Teacher Evaluation Track 2 _____ 2A _____ 2B2 _____ 2B1

_____ Teacher Evaluation Track 3

All TESS /LEADS forms required for Licensed Staff Evaluations will be on the school website and the ADE Website.

Please sign below indicating that you have received this Notice of Evaluation.

Evaluator Signature _____ Date

Licensed Employee Signature _____ Date

Legal References: A.C.A. § 6-17-1501 et seq.
A.C.A. § 6-17-2801 et seq.
ADE Rules Governing the Teacher Excellence and Support System
(TESS)
ADE Rules Governing the Leader Excellence and Development System
(LEADS)

Approved by School Board: February 17, 2014
Revised May 19, 2014

3.60 Resignation of Professional Staff

The resignation of any professional staff member will be submitted in writing to the Superintendent who will then submit it to the Board for its action.

Professional staff members who intend to resign are encouraged to indicate their plans in writing at as early a date in the school year as plans become firm, and the decision to leave the District is made. Resignation becomes effective at the end of the school year in which they are submitted.

Resignations to become effective earlier than the end of the school year require a release by the Board. (Adopted 3/22/90)

3.62—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: April 22, 2004

Last Revised: 6-26-2023

3.63 Professional Staff Development Plan and 3.64 Professional Assessment Plan for Licensed Staff

– See the Director of Curriculum for a copy of these policies.

3.65 Parent/Teacher Communication

The School Board 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 anytime they need to discuss their child's progress with his/her teacher. (Act 603)

Parents shall be notified by letter prior to each parent/teacher conference, and local news media shall be used to make public announcement of the conferences. Provisions shall be made to accommodate working parents.

Teachers are required to communicate personally with the parent(s) or guardians(s) of each student during the school year to discuss the student's academic progress and shall have more frequent communication with the parent(s) or guardian(s) of students not performing at the level expected for their grade. (ADE Standard 12.04.1)

Elementary school teachers, kindergarten through sixth grade (K-6), shall meet with the parent(s) or guardian(s) of each student at least once a semester through a parent-teacher conference, telephone conferences, or a home visit. (ADE Standard 12.04.2)

All grade level conferences with parent(s) or guardian(s) shall be scheduled at a time and place to best accommodate those participating in the conference. The school shall document participation or nonparticipation in required conferences. (ADE Standard 12.04.3)

If a student is to be retained at any grade level, notice of retention and the reasons for retention shall be communicated promptly in a personal conference. (ADE Standard 12.04.3)

Progress reports will be sent to parents every four and one-half (4.5) weeks to alert parents of possible problems, and other contact will be made as needed to monitor student behavior and/or progress.

Any employee who needs to make a home visit for any reason shall discuss the need for the visit with the building principal. After the building principal has given approval for scheduling a visit, the employee shall call the parent or guardian of the student to make an appointment for a

visit. The principal may require the employee to be accompanied by another school employee during the home visit. At the request of the employee, an administrator shall accompany the employee on the home visit. If a parent or guardian is not home at the time of the visit, the school employee(s) are not to enter the home. If the home visit is performed, the employee is to report the outcome of the visit to the building principal.

Approved by School Board: February 17, 2005

3.66 – Licensed 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 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, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will not be recommended for renewal or will be terminated first. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30. It is each teacher's individual responsibility to ensure their point totals are current in District files.

Points

- Most recent summative evaluation rating (If the employee has not received a summative evaluation at the District, the district where the employee was employed prior to the District shall be contacted for the employee's most recent summative evaluation:
 - 25 points—Received a "highly effective" rating
 - 23 points – Received a "effective" rating
- Holds a license along the teacher career continuum:
 - 2 point – Lead Professional Educator license
 - 3 points – Master Professional Educator License
- 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
- Years of service in Clarksville School District
 - 1 point—1-5 years
 - 2 points—6-10 years
 - 3 points—11-20 years

- 4 points—20 or more years
- 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; maximum of 3 points from this category
- 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. Maximum of 3 points from this category.

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 their 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.

Length of service in a non-licensed position shall not count for the purpose of length of service for a licensed position.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with a summative rating of "highly effective" shall be retained over an employee with a summative rating of only "effective".
2. If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

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

Recall

There shall be no right of recall for any licensed employee.

SECTION TWO

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

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

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

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

The intention of this section is to ensure that those Clarksville District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the RIF policy.

Legal References: A.C.A. § 6-13-636
 A.C.A. § 6-17-201
 A.C.A. § 6-17-2407

Date Adopted: 3-14-2011
Last Revised:6-26-2023

3.67—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

Definitions:

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

- Physical harm to a public school employee or student or damage to the public school employee's or student's property;
- Substantial interference with a student's education or with a public school employee's role in education;

- A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
- Substantial disruption of the orderly operation of the school or educational environment;

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

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

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

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

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

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

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

9. Stealing or hiding books or belongings, and/or
10. Threats of harm to student(s), possessions, or others.
11. Sexual harassment, as governed by policy 3.26, is also a form of bullying,
12. Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 4-16-2012

Last Revised:

3.68—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 and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: 4-16-2012

Last Revised:

3.69—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

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 networking websites also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

It is the duty of each staff member to appropriately manage all interactions with students, regardless of whether contact or interaction with a student occurs face-to-face or by means of technology, to ensure that the appropriate staff/student relationship is maintained. This includes instances when students initiate contact or behave inappropriately themselves.

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

The Arkansas Department of Education *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional License Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Definitions:

Social networking websites are online groups of Internet users allowing communication between multiple individuals. The fundamental purpose of social networking websites is to socialize. Examples include, but are not limited to, Facebook, MySpace, and Twitter. Staff members are discouraged from creating personal social networking sites to which they invite

students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

Professional/education social networks are education oriented websites designed to allow and encourage teachers and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking accounts using District resources and following District guidelines¹ to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social networks during school hours is permitted.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

Staff 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 digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it in class, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention. This could undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social networking websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social networking websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public appearance that such access is occurring during instructional time. Staff shall not access social networking websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of administration. All school district employees who participate in social networking websites shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

Date Adopted: 4-16-2012
Last Revised:

3.70—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 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.

School employees are advised that they assume complete responsibility for funds in their care. Employees shall deposit funds with their Principal or Supervisor who will arrange for them to be safeguarded. Money shall not be left unsecured in the classroom overnight. Under no condition shall a school employee maintain a cash fund in excess of \$50.00 without it being deposited in the school banking account.

Staff that use any funds collected in the course of their employment for personal purposes, or who deposit such funds in a personal account, may be subject to discipline up to and including termination.

Date adopted: 4-16-2012

Last Revised: