

*OSCEOLA
SCHOOL
DISTRICT*



25-26

*LICENSED
PERSONNEL POLICIES*

TABLE OF CONTENT

SECTION 3 LICENSED PERSONNEL

Contents

<u>3.1 - LICENSED PERSONNEL SALARY SCHEDULE</u>
<u>3.2 - LICENSED PERSONNEL EVALUATIONS</u>
<u>3.2.2 - PROMOTIONS</u>
<u>3.3 - EVALUATION OF LICENSED PERSONNEL BY RELATIVES</u>
<u>3.4—LICENSED PERSONNEL REDUCTION IN FORCE</u>
<u>3.5 - LICENSED PERSONNEL CONTRACT RETURN</u>
<u>3.5.1 - NOTICE OF RESIGNATION – BREACH OF CONTRACT – PERMISSIBLE BREACH</u>
<u>3.6—LICENSED PERSONNEL EMPLOYEE TRAINING</u>
<u>3.7 - LICENSED PERSONNEL BUS DRIVER DRUG TESTING</u>
<u>3.8 - LICENSED PERSONNEL SICK LEAVE</u>
<u>3.8.2 - LEAVE OF ABSENCE – SPOUSAL TRANSFER OF SICK DAYS</u>
<u>3.8.3 - PERFECT ATTENDANCE POLICY</u>
<u>3.9 - SICK BANK</u>
<u>3.9F - Sick Bank Request for Withdrawal</u>
<u>3.9F2 - Sick Bank Serious Illness Form - Patient Information Form</u>
<u>3.9F3 - Sick Bank Committee Meeting Recommendation Form</u>
<u>3.10 - LICENSED PLANNING TIME</u>
<u>3.11 - LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE</u>
<u>3.11.1 - BEREAVEMENT LEAVE</u>
<u>3.12 - LICENSED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS</u>
<u>3.13 - LICENSED PERSONNEL PUBLIC OFFICE</u>
<u>3.14 - LICENSED PERSONNEL JURY DUTY</u>
<u>3.15 - LICENSED PERSONNEL LEAVE - INJURY FROM ASSAULT</u>
<u>3.16 - LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES</u>
<u>3.17 - INSULT OR ABUSE OF LICENSED PERSONNEL</u>
<u>3.17.2 - LICENSED PERSONNEL CODE OF CONDUCT</u>
<u>3.18 - LICENSED PERSONNEL OUTSIDE EMPLOYMENT</u>
<u>3.19—LICENSED PERSONNEL EMPLOYMENT</u>
<u>3.20 - LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES</u>
<u>3.21 - LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS</u>
<u>3.22 - DRESS OF LICENSED EMPLOYEES</u>

[3.23 - LICENSED PERSONNEL POLITICAL ACTIVITY](#)
[3.24 - LICENSED PERSONNEL DEBTS](#)
[3.25 – LICENSED PERSONNEL GRIEVANCES](#)
[3.25F - LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM](#)
[3.26 - LICENSED PERSONNEL SEX DISCRIMINATION AND SEX-BASED SEXUAL HARASSMENT](#)
[3.27 - LICENSED PERSONNEL SUPERVISION OF STUDENTS](#)
[3.28 - LICENSED PERSONNEL TECHNOLOGY USE POLICY](#)
[3.28.1 - Use of Email in the School District](#)
[3.28F - LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT](#)
[3.29 - LICENSED PERSONNEL SCHOOL CALENDAR](#)
[3.30 - PARENT-TEACHER COMMUNICATION](#)
[3.31 - DRUG FREE WORKPLACE - LICENSED PERSONNEL](#)
[3.31F - DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT](#)
[3.32 - LICENSED PERSONNEL FAMILY MEDICAL LEAVE](#)
[3.33 - ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL](#)
[3.34 - LICENSED PERSONNEL CELL PHONE USE](#)
[3.35 - LICENSED PERSONNEL BENEFITS](#)
[3.36 - LICENSED PERSONNEL DISMISSAL AND TERMINATION](#)
[3.36.1 - DISMISSAL OR DEMOTION TO REDUCTION IN FACULTY](#)
[3.37 - ASSIGNMENT OF TEACHER AIDES](#)
[3.38 - LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING](#)
[3.39 - LICENSED PERSONNEL RECORDS AND REPORTS](#)
[3.40 - LICENSED PERSONNEL DUTIES AS MANDATED REPORTERS](#)
[3.41 - LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING](#)
[3.42 - OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION](#)
[3.43 - DUTY OF LICENSED EMPLOYEES TO MAINTAIN LICENSE IN GOOD STANDING](#)
[3.44 - LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION](#)
[3.45 - LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS](#)
[3.46 - LICENSED PERSONNEL VACATIONS](#)
[3.47 - DEPOSITING COLLECTED FUNDS](#)
[3.48 - LICENSED PERSONNEL WEAPONS ON CAMPUS](#)
[3.49 - TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM](#)
[3.50 - ADMINISTRATOR EVALUATOR CERTIFICATION](#)
[3.51 - SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES](#)
[3.52 - WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS](#)
[3.53 - LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW](#)
[3.54 - TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE](#)

MAXIMUM NUMBER OF STUDENTS PER DAY

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

3.55 - USE OF PERSONAL PROTECTIVE EQUIPMENT

3.56 - LICENSED EMPLOYMENT REQUIREMENTS

3.57—LICENSED PERSONNEL NAME, TITLE, OR PRONOUN

3.58 - FACULTY WORK DAY

3.60 - TEACHER SPECIFIC RESPONSIBILITIES

3.61 - TEACHER PLACEMENT

3.62 - ATTENDANCE

3.63 - SUSPENSION

3.64 - SOLICITATIONS

3.65 - PERSONNEL POLICIES COMMITTEE

3.66 - Vehicle Use Policy

3.67 - Progressive Discipline Policy

\s\Torian Bell, President of the Board

3.1 - LICENSED PERSONNEL SALARY SCHEDULE

Enter your District's salary schedule for this policy. State law requires each District to include its teacher salary schedule, including stipends and other material benefits, in its written personnel policies. In developing the salary schedule, the District will establish a normal base contract period for teachers. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year licensed policies and salary schedule.

For the purposes of the salary schedule, a teacher will have worked a "year" if he/she works at least 160 days.

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

Teachers who have earned additional, relevant degrees or sufficient college hours to warrant a salary change are responsible for reporting and supplying a transcript to the 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.

Non-Instructional Duties

The proper supervision of students at non-instructional times is critical to proper school functioning. Such non-instructional duties shall mean the supervision of students before or after the instructional day begins or ends for students or for the supervision during breakfasts, lunches, or scheduled breaks.

IN keeping with A.C.A. 6-17-116, the principal of each school shall have the responsibility of assigning such duties. As per the Act, each teacher may be assigned sixty (60) minutes of non-instructional duty at no additional pay.

Salary Payment Schedules

Salaries of all licensed personnel are paid on 24 equal semi-monthly increments. The date for receiving payment will be based on the pay schedule listed in the central office. The district recommends direct deposit to a bank account or debit card for all employees. Checks not direct deposited can be picked up at the campuses on scheduled check dates. All checks not picked up or if the campus is closed will be mailed.

Federal and state withholdings, social security OASDI and Medicare taxed, teacher retirement and garnishments will be withheld from all 24 pay periods. Monthly insurance and other supplemental programs deductions will be divided by 2 and withheld semi-monthly (24 deduction per year)

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

Date Adopted: 6/8/2015

Last Revised: 4/20/23

**Osceola School District
Certified Salary Schedule - :
2025-2026**

Step	Yrs Svs	BA	MA	SPEC	PHD	Incr	Total Diff fr BA
1	0	50,000.00	51,500.00	52,000.00	53,500.00	BA	
2	1	50,250.00	51,750.00	52,250.00	53,750.00	MA	1,500.00
3	2	50,500.00	52,000.00	52,500.00	54,000.00	SP	2,000.00
4	3	50,750.00	52,250.00	52,750.00	54,250.00	PHD	3,500.00
5	4	51,000.00	52,500.00	53,000.00	54,500.00		
6	5	51,250.00	52,750.00	53,250.00	54,750.00		
7	6	51,500.00	53,000.00	53,500.00	55,000.00	Step 250.00	
8	7	51,750.00	53,250.00	53,750.00	55,250.00		
9	8	52,000.00	53,500.00	54,000.00	55,500.00		
10	9	52,250.00	53,750.00	54,250.00	55,750.00		
11	10	52,500.00	54,000.00	54,500.00	56,000.00		
12	11	52,750.00	54,250.00	54,750.00	56,250.00		
13	12	53,000.00	54,500.00	55,000.00	56,500.00		
14	13	53,250.00	54,750.00	55,250.00	56,750.00		
15	14	53,500.00	55,000.00	55,500.00	57,000.00		
16	15	53,750.00	55,250.00	55,750.00	57,250.00		
17	16	54,000.00	55,500.00	56,000.00	57,500.00		
18	17	54,250.00	55,750.00	56,250.00	57,750.00		
19	18	54,500.00	56,000.00	56,500.00	58,000.00		
20	19	54,750.00	56,250.00	56,750.00	58,250.00		
21	20	55,000.00	56,500.00	57,000.00	58,500.00		
22	21	55,250.00	56,750.00	57,250.00	58,750.00		

Salaries for teachers on extended contracts are figured by dividing base salary by 190 and multiplying by the # of contracted days

The Osceola School District pays full credit to teachers for experience in other accredited school systems as well as for experience in the Osceola school

Transcripts for the graduate work must be submitted to the Superintendent by September 15th of the ensuing year in order for the teacher to receive recognition.

Osceola School District
Non-Certified Teacher Salary Schedule (Waivers)

2025-2026

Step	Yrs Svs	BA	MA	SPEC	PHD
1	0	50,000.00	50,000.00	50,000.00	50,000.00
2	1	50,000.00	50,000.00	50,000.00	50,000.00
3	2	50,000.00	50,000.00	50,000.00	50,000.00
4	3	50,000.00	50,000.00	50,000.00	50,000.00
5	4	50,000.00	50,000.00	50,000.00	50,000.00
6	5	50,000.00	50,000.00	50,000.00	50,000.00
7	6				
8	7				
9	8				
10	9				
11	10				
12	11				
13	12				
14	13				
15	14				
16	15				
17	16				
18	17				
19	18				
20	19				
21	20				
22	21				

Salaries for teachers on extended contracts are figured by dividing base salary by 190 and multiplying by the # of contracted days

The Osceola School District pays full credit to teachers for experience in other accredited school systems as well as for teaching experience in the Osceola school system.

Transcripts for the graduate work must be submitted to the Superintendent by September 15th of the ensuing year in order for the teacher to receive recognition.

3.2 - LICENSED PERSONNEL EVALUATIONS

Definitions

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

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

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

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

Teachers

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

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

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by alphabetical order. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.

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

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:⁴

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

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

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

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

- o Providing teachers with immediate feedback about teaching practices;
- o Engaging teachers in a collaborative, supportive learning process; and

- o Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

While an overall performance rating is not required in a formative year, a teacher shall receive an annual evaluation rating in a formative year that is based on the teacher's PGP, observations, and includes components within the TESS framework.

Building Level or District Level Evaluations

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

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

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by alphabetical order.².

Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

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

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

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

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

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

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

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

Date Adopted: 7/9/2018

Last Revised: 5/12/25

3.2.2 - PROMOTIONS

It shall be the policy of the district that the present faculty who are licensed to fill vacancies and/or promotions within the district will be considered. All available evaluation data, including rankings provided for in Section 3.2.1, will be reviewed before the final selection is made; however, the district shall not be obligated in any manner to fill vacancies and/or promotions with present faculty members.

All newly created licensed positions shall be posted on each campus with certification requirements listed.

1. Tuition Waiver

The Osceola School District will establish a tuition waiver program to assist staff members who are requested to move to a new position that requires a certification update. For these staff, the school system will reimburse for college hours required for their certification deficiency plan and the Praxis test. The teacher must agree to work in the Osceola School District for two years after completing the D&R plan, or pay back in full-reimbursed costs. The teacher will request, in writing, consideration of the tuition waiver program and attach their Additional Licensure Plan (ALP). It is the employees' responsibility to make sure the courses taken will satisfy the requirements for certification before requesting reimbursement. Yearly, each applicant must seek the Department of Higher Education's Tuition Scholarship and show a denial letter before requesting reimbursement for hours from the school district.

The employee must maintain a "B" average for any one grading period and only those courses will be considered reimbursable. The request for reimbursement must have an attached transcript from the college or university.

The costs of the Praxis test will also be a reimbursable item. It will be paid one time only when the state required cut-off score has been met.

Date Adopted: 5/14/2007

Date Revised:

3.3 - EVALUATION OF LICENSED PERSONNEL BY RELATIVES

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

Date Adopted: 5/14/2012
Last Revised: March 2012

3.4—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/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any RIF will be conducted by evaluating the needs and long- and short-term goals of the school district, 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 8.30¹. It is each teacher's individual responsibility to ensure their point totals are current in District files.

Points²

- 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:
 - 4 points—Received a "highly effective" rating
 - 3 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
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal 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 coursework 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 licensure¹.

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.³ 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 ⁴:

Option 1

There shall be no right of recall for any teacher

Option 2

For a period of up to two (2) years from June 30 of year an employee was not renewed or was terminated under this policy, a teacher who was not renewed or was terminated from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for which that employee is required to hold a license as a condition of employment and that employee is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

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

Recall of employees under this policy shall be in the reverse order of that used to determine the employees that would be RIFed (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the teachers shall have ten (10) working days from the date the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the ten (10) day time period. A lack of response, as evidenced by a teacher's failure to respond within ten (10) working days, or a teacher's express refusal of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the teacher RIFed under this policy. No further rights to be rehired because of the RIF shall exist

SECTION TWO⁵

Option A

In the event the district is involved in an annexation or consolidation, teachers from all districts involved will be ranked in accordance with Section 1 of this policy. The date of hire by the board of an annexed or consolidated district shall be used to settle a tie between employees.

Option B

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

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

The superintendent shall mail, email, 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 Osceola School 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 Osceola School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the RIF policy.

Date Adopted: 6/14/2021

Last Revised: 6/10/24

3.5 - LICENSED PERSONNEL CONTRACT RETURN

An employee shall have fifteen (15) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within fifteen (15) 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.

An employee may unilaterally rescind a signed employment contract for the subsequent school year if the employee submits a signed written notification to the superintendent, or the superintendent's designee, of the employee's intent to rescind the contract for the subsequent school year by the end of business on: ²

- May 15; or
- The Friday before May 15 if May 15 falls on a weekend.

Date Adopted: 5/14/2007

Last Revised: 5/12/25

3.5.1 - NOTICE OF RESIGNATION – BREACH OF CONTRACT – PERMISSIBLE BREACH

A teacher shall give the superintendent notice of resignation at least thirty (30) days in advance of the effective date of the resignation. The Board may waive the thirty (30) days' notice requirements and permit a teacher to resign in good standing.

The condition under which it is permissible to break a contract with the board are as follows:

- a. The incapacity on the part of the teacher to perform the contract as evidenced by the licensed statement of a physician approved by the local Board of Education.
- b. The drafting of the teacher into military service by a selective service board.
- c. The release by the board of the teacher from the contract.

Date Adopted: 5/14/2012

Date Revised:

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

3.6—LICENSED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment¹ that:

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

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

As part of the District's District Strategic 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.

The goal of all PD activities shall be improved knowledge and skills to facilitate 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 PDP.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30.² 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.³ 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.

All employees shall attend all local PD training sessions as directed by the employee's supervisor. 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

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.

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. The PD to be made up may be obtained by any method, online or otherwise, approved by DESE. Licensed employees who are prevented from

obtaining the required PD hours due to their illness or the illness of an immediate family member have until the end of the following school year to make up the deficient hours. This time extension does not absolve the employee from also obtaining the following year's required hours of PD.

To receive credit for a PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity the employee attends. Documentation is to be submitted to the building principal or the building principal's 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.

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 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 discipline, up to and including termination.

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

All District teachers that are in their first year of employment as a teacher shall receive the following PD to the extent the PD was not received as part of the teacher's licensure program:

1. Two (2) hours of PD on:
 - a. Child maltreatment and mandated reporters;
 - b. Parent, family, and community engagement;
 - c. Mental health awareness and teen suicide awareness and prevention;
 - d. For educators providing instruction in Arkansas history, Arkansas history,' and
 - e. Bullying prevention that includes a Recognition of the relationship between incidents of bullying and the risk of suicide;
2. Thirty (30) minutes of professional development in human trafficking prevention; and
3. Dyslexia professional awareness. ⁶

The District shall provide PD for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction for teachers in:

- Kindergarten through sixth grade (K-6) who are teaching:
 - Math;
 - Science;
 - Social studies; and
 - English language arts; and
- Kindergarten through twelfth grade (K-12) who are:
 - In special education resource teaching English language arts; and
 - Reading specialists

The District shall provide PD for a one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices of scientific reading instruction for all other teachers. A teacher 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:

1. AS a condition of licensure/ or
2. Within one (1) year if the teacher is:
 - a. Already licensed with an awareness credential and is moving to a position that requires a proficiency credential; or
 - b. Employed under an individual licensure plan.

A teacher who fails to demonstrate proficiency within the time provided may be afforded an opportunity to demonstrate proficiency by being placed in intensive support status. The District Shall document each teacher has not demonstrated either proficiency or awareness as part of the District's PD reporting.

Teachers may be required to receive additional PD designed to enhance their understanding of effective parent, family, and community engagement strategies in accordance with the teacher's PGP. Administrators may be required to receive additional PD designed to enhance their understanding of effective parent, family, and community engagement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parent, family, and community participation in accordance with the administrator's PGP.

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.

Beginning in the 2024-25 school-year and every fifth 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 2025-26 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.

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 and the District's Cardiac Emergency Response Plan. 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; licensed teacher coaches; or competitive or noncompetitive spirit 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. Athletics coaches, licensed teacher coaches; or competitive or noncompetitive spirit coaches shall maintain a Basic Life Support certification in cardiopulmonary resuscitation and automated external defibrillation.

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.⁷

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an accelerated learning class 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.

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 multi-tiered behavioral intervention procedures, District administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of the District's multi-tiered behavioral intervention procedures 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.

The District shall provide ongoing professional development on the effective and ethical use of artificial intelligence (AI) tools that shall include:

- Understanding the capabilities and limitations of AI tools;
- Best practices for integrating AI into daily instructional and administrative duties; and
- Ethical considerations, including appropriate use, transparency, and data privacy.

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 the employee 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.

Approve PD activities may include:

- Conferences, workshops, or institutes;
- Mentoring or peer coaching;
- Study groups;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Internships;
- Programs administered by DESE, an education service cooperative, district, or school;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

PD activities shall relate to the following areas:

- Content (K-12)
- Instructional strategies;
- Student assessment and data-driven decision making;
- Advocacy, leadership, and fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision;
- Mentoring;
- Principles of learning and developmental stages;

- Cognitive research;
- Parent, family, and community engagement and academic planning;
- 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 and earthquake safety (A.C.A. § 6-10-121);
- Literacy assessment, mathematics assessment, or both (A.C.A. § 6-15-2907);
- Assessment 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);
- Anti-bullying policies (A.C.A. § 6-18-514);
- TESS (A.C.A. § 6-17-2806)
- Student discipline training (A.C.A. § 6-18-502);
- Youth mental health (A.C.A. § 6-18-2004);
- 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) ⁸

Date Adopted: 7/12/2021

Last Revised: 5/12/25

3.7 - LICENSED PERSONNEL BUS DRIVER DRUG TESTING

Definitions

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

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

“Safety-sensitive function” includes:

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

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

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

Scope of Policy

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

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive²;
2. Have undergone a physical examination, which shall include a drug test,³ by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.⁴

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

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

All employees who perform safety-sensitive functions shall annually⁷ submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

Methods of Testing

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

Requirements

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

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

Prohibitions

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

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

Testing for Cause

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

Refusal to Submit

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

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

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

Consequences for Violations

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

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

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

Reporting Requirements

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

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

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

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

Date Adopted: 7/12/2021

Last Revised: 5/26/2021

3.8 - LICENSED PERSONNEL SICK LEAVE

Definitions

1. "Employee" is a full-time employee of the District.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. "Excessive Sick Leave" is absence from work , whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.
4. "Grossly Excessive Sick Leave" is absence from work, whether paid or unpaid, that exceeds 10% of the employee's contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the Americans With Disabilities Act; or due to a compensable Workers' Compensation claim.
5. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one and a quarter (1.25) days of sick leave per every 20 days of contracted days
6. "Accumulated Sick Leave" is the total of unused sick leave accrued from previous contract, but not used.
7. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Sick Leave

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

Reimbursement of Sick Leave

Reemployment benefits – Teachers who resign and are later reemployed by the Osceola School District may regain up to 90 days of accumulated and unused sick leave benefits. Teachers returning from

leave of absence shall regain their total accumulated sick leave benefits.

Retirement reimbursement – Those individuals who resign from the Osceola School District and who are eligible to retire without penalty from the Arkansas Teacher Retirement System will receive a cash payment at the following rates:

1. One year of service in the Osceola School District = $\frac{1}{4}^{\text{th}}$ their regular daily salary rate of pay for 10 unused sick days.
2. Two years of service in the Osceola School District = $\frac{1}{4}^{\text{th}}$ their regular daily salary rate of pay for 20 unused sick days.
3. Three or more years of service in the Osceola School District = $\frac{1}{4}^{\text{th}}$ their regular daily salary rate of pay for all accumulated unused sick days.

Payment will be made within ninety (90) days of the end of the school term, provided that documentation has been received by the Superintendent's office that the person is qualified for or is in fact drawing benefits from the Arkansas Teachers Retirement System.

Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

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

An employee shall be credited with one and a quarter (1.25) day of sick leave in the event the employee used one and a quarter (1.25) day of sick leave on a mandatory professional development (PD) day so long as the employee makes up the missed mandatory PD day on a non contract day. Costs and expenses associated with the make-up PD shall be the responsibility of the employee unless agreed to in writing by the superintendent or the superintendent's designee for the expenses to be covered by the District.

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of

absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher's daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day's wages at his/her daily rate of pay.

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

If the employee's absences are excessive or grossly excessive as defined by this policy, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or

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

Acceptance of Sick Leave Days: Any teacher may transfer up to ninety (90) accumulated sick days to our district from their last school district of employment. This includes teachers coming from an out-of-state school district. The accumulated and unused sick leave shall be credited to the employee upon receipt of written proof from the school district, educational cooperative or state education agency in which the employee was formerly an employee. The days must be transferred within the first semester of employment in our district.

Date Adopted: 7/10/2017

Last Revised: 6/10/24

3.8.2 - LEAVE OF ABSENCE – SPOUSAL TRANSFER OF SICK DAYS

A licensed employee who is the spouse of another licensed employee, may, upon exhaustion of all accumulated sick leave, and with the permission of the spouse of the licensed employee, draw upon or utilize the accumulated sick leave of the spouse of the licensed employee, upon confirmation in writing by a medical doctor that the licensed employee's absence is required due to illness.

I, _____, would like to request a transfer of

_____ sick days from my spouse, _____, in accordance with

the Osceola School District's sick leave policy. My doctor's statement is attached.

Signed _____

Date

I, _____, agree to give _____ days of my sick leave to my

spouse, _____, in accordance with the Osceola School district's

sick leave policy.

Signed _____

Date

Superintendent: _____

Date:

Approved: _____

Denied: _____

3.8.3 PERFECT ATTENDANCE POLICY

Full-time Licensed and Classified Staff will be paid \$100.00 for each month of service where the employee does not miss any days. If an employee is absence from work due to (1) an event involving professional leave (see policy 3.11); (2) jury duty; (3) two and a half (2.5) day of bereavement leave or (4) vacation days, those absences will not be counted against the employee for purposes of this policy. Payment for perfect attendance will be made at the end of the month following the month of an employee's perfect attendance.

Adopted: 6/8/2015
Last Revised: 5/9/22

3.9 - SICK BANK

1. The Sick Bank is voluntary and to be a member you must be a licensed employee of the Osceola School District and contribute one sick day each year.
2. To participate, licensed employees must have been employed by the district for three (3) years prior to being qualified to enter the Sick Bank.
3. Only participating licensed employees can make withdrawals.
4. After all accumulated regular sick leave days and personal days have been used by the licensed employee; the licensed employee may submit a written request to the Superintendent or campus Sick Bank representative, to be presented to the Sick Bank Committee. The Sick Bank Committee may request that two (2) physicians' statements be presented stating the extent of the injuries or illness and the probable length of the employee's absence from school.
5. Sick Bank Committee shall have sole discretion in granting sick days in cases of emergency caused by serious illness or serious accident pertaining to a member, their spouse, or children as determined by the Sick Bank Committee. Granting of days will occur only after all accumulated regular sick leave days and personal days have been used.
6. Neither normal pregnancy nor elective surgery shall qualify for withdrawal of Sick Bank days. (A request for Sick Bank days based upon surgery must be accompanied by two (2) physicians' statements attesting to the necessity of immediate surgery.)
7. Licensed employees will contribute to the Sick Bank annually and must submit a written request to the Sick Bank Committee during the first week of the school year in which the licensed employee qualifies to become a member of the Sick Bank.
 - The total number of days that can be accumulated in the sick leave bank shall not exceed six hundred.

- If, at the beginning of the school year, it is determined that the total accumulation in the Sick Bank exceeds six hundred, then those members participating in the Sick Bank program during the previous year will not be required to contribute a day to the Sick Bank during the year in which the total accumulation in the Sick Bank exceeds six hundred. New eligible licensed employees who join the Sick Bank must contribute one day regardless of the total number of days accumulated in the Sick Bank. Proposed for the 2024-2025 school year.
8. During the first month, the participating staff will elect the seven-member committee and alternates, and receive a report on the bank's status. Nominations will be solicited and the Assistant Superintendent will contact each nominee to confirm. Each elected member will serve a two-year term with one-half of the committee being elected annually.
 - Year 1 – High School, Middle School, and Academic Center of Excellence
 - Year 2 – North Elementary
 9. All withdrawal requests must be made during the week prior to having less than 5 sick days remaining. No withdrawals can be granted until all sick and personal days have been used.
 10. Withdrawal requests can be made at any time the employee is under contract.
 11. The maximum number of days that can be withdrawn with any one request is 15 days. The total number of days an individual can withdraw per contract year is 45 days. These must be used consecutively unless given specific permission by the Sick Bank Committee to use otherwise.
 12. The decision of the committee must be made in writing to the employee by the chairperson of the committee within 48 hours of the decision. If the information provided to the committee is deemed by a majority of the committee to be insufficient, the committee may require additional information or deny the employee's request at its discretion. The committee shall have the authority to grant, reduce, or deny any request.
 13. Any unused days automatically return to the Sick Bank upon returning to work.
 14. No contribution can be refunded.
 15. The committee's decision shall be final and there shall be no appeal.

16. Any recommendations for additions, deletions, or changes to these guidelines may only be made to the School Board by a two-thirds majority vote of licensed staff.
17. If and when a person withdraws days from the Sick Bank over two consecutive years, the Sick Bank Committee shall reserve the right to deny or grant such requested days.
18. The committee shall have the authority to grant, reduce, or deny any request. However, the committee may deny requests or withdraw granted days when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.

Date Adopted: 5/14/2007

Last Revised:

3.9F - Sick Bank Request for Withdrawal

MEMO TO: Sick Bank Review Committee

FROM: _____

RE: Request for Withdrawal

DATE: _____

I, _____, formally request a withdrawal of
_____ days from the Osceola School District Sick Bank Pool. My request is for:

_____ Myself

_____ A Family Member
Name and relationship

Note: The physician must complete page two. Both forms must be **completed** and returned to the committee chairperson.

I give permission to the Sick Bank Committee to screen my attendance.

Signature _____

I authorize my doctor to release medical statements, condition, treatment necessary, and need for time off from work.

Signature _____

3.9F2 - Sick Bank Serious Illness Form - *Patient Information Form*

Patient's Name: _____

Physician's Name: _____

Type of Practice: _____

Office Address: _____

Office Phone: _____

All information below must be completed by your physician.

Would you classify the above-named patient's illness as a serious illness, which is defined as a very serious extraordinary disease or illness of such character that it affects the general soundness and healthfulness of the body system seriously and is not merely a temporary indisposition?"

Yes _____ No _____

Please provide a statement pertaining to the illness and the seriousness of it.

Physician's Signature

Date

The Osceola School District Sick Bank is designed to help faculty members stricken with any type of serious illness. The Sick Bank Committee strives to be fair when deciding each request submitted. Thank you for taking the time to complete this form, and thereby helping us to make fair decisions for our members.

**Osceola School District
870-563-2181**

P.O. Box 528, Osceola, AR 72370

Phone 870-563-2561 Fax

3.9F3 - Sick Bank Committee Meeting Recommendation Form

Applicant's Name _____

Address

Phone Number _____

.....
.....

Committee Recommendations:

_____ Approved request for _____ days.

_____ Request denied.

Additional comments

Date

Chairperson's Signature

3.10 - LICENSED PLANNING TIME

The superintendent is responsible for ensuring master schedules are created which determine the timing and duration of each teacher's planning and scheduled lunch periods. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time.¹ Teachers may not leave campus during their planning time without prior permission from their building level supervisor.²

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

Date Adopted: 5/14/2012
Last Revised: March 2012

3.11 - LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two and a half (2.5)¹ days of personal leave per contract year. The leave may be taken in increments of no less than ½ days.²

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 (for sick leave see Policy 3.8, for professional leave see below).

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

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

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an

employee's absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave does not accumulate from one contract year to the next.³

Personal leave may not be taken the day before or the day after a holiday.⁴

Professional Leave

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., teacher workshops or serving on professional committees) which can serve to improve the school District's instructional program or enhances the employee's ability to perform his duties. Professional leave will also be granted when a school District employee is subpoenaed for a matter arising out of the employee's employment with the school District. Any employee seeking professional leave must make a written request to his or her immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor's decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District's students will be taken into consideration in reviewing a request for professional leave.

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity (e.g. scholastic audits), the employee shall forfeit his/her daily rate of pay from the District for the

time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.⁵

Date Adopted: 6/9/2014

Last Revised: 6/10/24

3.11.1 - BEREAVEMENT LEAVE

When a teacher requests a bereavement leave for an immediate family member, he or she will be allowed two and a half (2.5) days of leave per school year without any deduction in pay. - Additional days taken shall be taken as sick and/or personal.

“Immediate Family” shall be defined to include husband, wife, child, father, mother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, guardian , aunt and or uncle of the employee and/or other members of the family living in the same household of the employee.

When a teacher requests a bereavement leave for a friend, associate, or distant family member, the days requested will be counted as personal or sick. The option to use sick or personal days will be at the teacher’s discretion.

ALL BEREAVEMENT LEAVE SHALL BE GRANTED AT THE TIME OF THE FUNERAL.

Date Adopted: 5/14/2007

Last Revised: 6/10/24

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

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

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

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

Date Adopted: 5/14/2007
Last Revised: 5/23/2019

3.13 - LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

An employee who fraudulently requests sick leave for the purpose of taking leave to serve in public office may be subject to discipline, up to and including termination.

Date Adopted: 5/14/2007

Last Revised: 1/7/2016

3.14 - LICENSED PERSONNEL JURY DUTY

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

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

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.¹

Date Adopted: 1/9/25

Last Revised:

3.15 - LICENSED PERSONNEL LEAVE - INJURY FROM ASSAULT

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

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

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

Date Adopted: 5/14/2012

Last Revised: March 2012

3.16 - LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law to be used by the teacher in his/her classroom or for class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases to the extent funds are available in the account. For the purposes of this policy, pre-kindergarten through sixth grade teachers shall be allotted the greater of:

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

1. Five hundred dollars (\$500).

Teachers may purchase supplies and supplementary materials from the District at the District's cost to take advantage of the school's bulk buying power. To do so, teachers shall complete and have approved by the Superintendent a purchase order for supplies which will then be purchased on the teacher's behalf by the school and subtracted from the teacher's total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. Receipts totaling less than \$ 10.00 will be held until total receipts are equal to or greater than \$ 40.00. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property except to the extent they are used up or consumed or the purchased supplies and/or materials are intended/designed for use away from the school campus.

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

Date Adopted: 6/8/2015

Last Revised: 1/23/2015

3.17 - INSULT OR ABUSE OF LICENSED PERSONNEL

It is unlawful during regular school hours and in a place where a public school employee is required to be in the course of his or her duties for any person to address a public school employee using language that in its common acceptance is calculated to:

1. Cause a breach of the peace;
2. Materially and substantially interfere with the operation of the school;
or
3. Arouse the person to whom is addressed to anger, to the extent likely to cause imminent retaliation.
4. An employee may report any time this policy is violated.

“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:

An employee who believes this policy has been violated shall inform that employee’s immediate supervisor that the employee has a potential violation. If the violation cannot be resolved by the immediate supervisor, the employee can advance the violation to the building principal, or in the event that the employee’s immediate supervisor is the building principal, the superintendent. If the violation cannot be resolved by the building principal, the employee can advance the violation to the superintendent.

Date Adopted: 5/8/23
Last Revised:

3.17.2 - LICENSED PERSONNEL CODE OF CONDUCT

Definitions

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

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

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

Osceola School District defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.

- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Such behavior violates Osceola School District's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Osceola considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace.

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g, overloading, under loading, withholding information, setting deadlines that cannot be met, and giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.

- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow Osceola School District to take appropriate action.

OR

Workplace bullying can be defined as the repeated less favorable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. It includes behavior that intimidates, offends, degrades or humiliates a worker, possibly in front of co-workers, clients, or customers.

- Bullies can be supervisors, subordinates, co-workers, and colleagues
- Bullies often operate within the established rules and policies of their organization
- While actions are not necessarily illegal and may not even be against the policies, the damage that such actions cause- both to the targeted employee and to workplace morale is significant.

Prohibited Conduct

Staff and students require a safe and orderly learning environment that is conducive to high student achievement. Certain staff behaviors are unacceptable in such an environment and are hereby prohibited by the Board. Prohibited behaviors include, but shall not be limited to the following:

- Use of vulgar, profane, or obscene language or gestures
- Disrespect for school employees and failing to comply with their reasonable directions or otherwise demonstrating insubordination
- Disruptive behavior that interferes with orderly operations
- Possession of any weapon that can reasonably be considered capable of causing bodily harm to another individual

- Possession or use of tobacco in any for on any property owned or leased by public school
- Willfully or intentionally damaging, destroying, or stealing school property
- Possession, selling, distributing, or being under the influence of an alcoholic beverage, any illegal drugs, unauthorized inhalants, or the inappropriate use or sharing of prescription or over the counter drugs, or other intoxicants, or anything represented to be a drug
- Sharing, diverting, transferring, applying to others (such as needles or lancets), or in any way misusing medication or any medical supplies in their possession
- Gambling
- Inappropriate dress
- Engaging in behavior designed to taunt, degrade, or ridicule another person on the basis of race, ethnicity, national origin, sex, sexual orientation, gender identity, or disability
- Possess, view, distribute or electronically transmit sexually explicit or vulgar images or representations, whether electronically, on a data storage device, or in hard copy form
- Hazing, or aiding in the hazing of another student
- Gangs or gang-related activities, including belonging to secret societies of any kind, are forbidden on school property. Gang insignias, clothing, “throwing signs” or other gestures associated with gangs are prohibited
- Sexual harassment
- Bullying
- Operating a vehicle on school grounds while using a wireless communication device
- Theft of another individual’s personal property.

Behavior Not Covered

Osceola School District reserves the right to pursue disciplinary or legal action for behavior which is subversive to good order and discipline in the schools even if such behavior may not be specified in the preceding written rules. ADMINISTRATION MAY ALTER SEVERITY OF PUNISHMENT BASED ON CIRCUMSTANCES AND OTHER CONDITIONS AS DEEMED APPROPRIATE.

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.

Date Adopted:

Last Revised: 5/12/25

3.18 - LICENSED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

Sick Leave and Outside Employment

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

Date Adopted: 6/9/2014

Last Revised: 1/9/25

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.¹

All teachers 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 an individual licensure plan.

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.²

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.³

Inquiries on nondiscrimination may be directed to Human Resources Director ⁴, who may be reached at 870-563-1805⁵.

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 law⁶, 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 Veterans 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. § 6-16-2001 et seq.

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
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted:

Last Revised:5/12/24

3.20 - LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Mileage will be updated to be comparable to the state standards, paid from starting point to destination point, not city limits, or map mileage. Personal vehicle use is an option, but school vehicles must be the first option, and mileage will be paid at comparable state standards. School vehicles should be kept up to vehicle standards from the local motor company, and be non-smoking vehicles for all users.

Meal expenses will be paid only on overnight stays. These expenses and the reimbursements will follow district guidelines.

PROFESSIONAL DEVELOPMENT GUIDELINES

When school personnel are attending a convention for professional development training, it is school policy to provide transportation. **If alternative means of transportation is used, mileage is not provided.**

In-service request forms or travel forms must be completed and approved by the Superintendent or Assistant Superintendent. If a vehicle is needed, a transportation request form must accompany the in-service request form.

When additional people accompany school personnel, their expenses must be charged separately. This will expedite reimbursements through the bookkeeping department.

Meals will be reimbursed at the following rates:
\$50 per day

Meals are not covered for trips not requiring overnight stays. Meals provided as part of the conference or other approved reason for travel are NOT to be included as part of any reimbursement request.

SCHOOL CREDIT CARD GUIDELINES

DO NOT CHARGE THE FOLLOWING ITEMS ON THE SCHOOL CREDIT CARD: Meals, Movies, Videos, Games, Refreshments or Snacks, Alcoholic Beverages, Tips, Personal Phone Calls, Internet, Entertainment of any kind, and fuel for personal vehicles

TRAVELING WITH STUDENTS

- Limit meals to \$8.00 per meal. Anything over that amount must be approved by the Program Supervisor who must have a source of funds to cover the extra cost.
- Do not give students permission to do something you are not sure about or don't have permission to do
- Notify students in advance to bring their own spending money for extra activities that have been approved.

RETURNING CREDIT CARDS AND RECEIPTS

- You must return the card, all itemized receipts, and signed receipts the next business day.
- If you use your own credit card, we **must** have an **itemized** receipt. You may have to **ask** for an "itemized" receipt.

Date Adopted: 5/14/2007

Last Revised:

3.21 - LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

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

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

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

Legal Reference: A.C.A. § 6-21-609
A.C.A. § 20-65-103

Date Adopted: 6/8/2020
Last Revised: 5/12/25

3.22 - DRESS OF LICENSED EMPLOYEES

Teachers shall not dress in any manner that could be determined as disruptive and detrimental to the educational process, goals, standards, and philosophy of the Osceola school system. Teachers shall dress in a manner appropriate for professional educators, consistent with standards, which exemplify good taste in the selection of apparel to be worn in an educational setting. Teachers who work in the gym or special settings should wear clothing appropriate for that area then be prepared to make changes as necessary for a new location. The interpretation of professional and appropriate is to be addressed by each campus principal.

Date Adopted: 5/14/2007

Last Revised:

3.23 - LICENSED PERSONNEL POLITICAL ACTIVITY

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

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

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

Legal References: A.C.A. § 6-16-122

A.C.A. § 7-1-103

A.C.A. § 7-1-111

3.24 - LICENSED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted: 6/9/2014

Last Revised: 1/9/25

3.25 – LICENSED PERSONNEL GRIEVANCES

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

Definitions

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

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.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 all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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

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

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

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

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at their conference. If the grievance is not advanced to Level Two within five (5) working days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five (5) working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten (10) working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that

the employee's immediate supervisor is the building principal, the superintendent.

Level Two (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

Level Three: If the proper recipient of the Level Two Grievance was the building principal, and the employee remains unsatisfied with the written response to the grievance, the employee may advance the grievance to the superintendent by submitting a copy of the Level Two Grievance Form and the principal's reply to the superintendent within five (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) working days to schedule a conference with the employee filing the grievance. The superintendent shall offer the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the superintendent will have ten (10) working days in which to deliver a written response to the grievance to the employee.

Appeal to the Board of Directors: An employee who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not

appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

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

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

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have

the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (90) minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open to the public, the parent or guardian of any student under the age of eighteen (18) years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

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

Date Adopted: 6/8/2020

Last Revised: 2/11/2020

3.25F - LICENSED PERSONNEL LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific):

Supervisor's Response

Date submitted to recipient: _____

Date Adopted: 5/14/2007

3.26 - LICENSED PERSONNEL SEXUAL HARASSMENT

The Osceola 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 sex 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 sex discrimination and sex-based harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sex-based 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:

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

Definitions

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

"Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged sex discrimination or 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 sex discrimination or sexual harassment occurs.

“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. Subjectively and objectively offensive and so severe, or pervasive, that it limits or denies a person the ability to participate in or benefit from the District’s education program or activity based on the totality of the circumstances; 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 sex-based harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; restrictions on contact between one or more 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 emails or Websites of a sexual nature;
- Treatment based on an individual's pregnancy or pregnancy related conditions;
- 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; and
- Provide the complainant information on the District's grievance procedures.

Title IX Coordinator Initiated Complaint

In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, the Title IX Coordinator shall determine whether to initiate a complaint. When determining whether or not to initiate a complaint, the Title IX Coordinator shall consider the following factors, at a minimum:

1. The complainant's request not to proceed with initiation of a complaint;
2. The complainant's reasonable safety concerns regarding initiation of a complaint;
3. The risk that additional acts of sex discrimination or sexual harassment would occur if a complaint is not initiated;
4. The severity of the alleged sex discrimination or sexual harassment, including whether it would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the respondent is a District employee;
6. The scope of the alleged sex discrimination or sexual harassment, including information suggesting a pattern, whether the sex discrimination or sexual harassment is ongoing, or the sex discrimination or sexual harassment is alleged to have impacted multiple individuals;
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination or sexual harassment occurred; and
8. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

After considering these and other relevant factors, the Title IX Coordinator may initiate a complaint if the Title IX Coordinator determines that the conduct as alleged:

- A. Presents an imminent and serious threat to the health or safety of the complainant or other person; or
- B. Prevents the District from ensuring equal access on the basis of sex to its education program or activity.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall notify the complainant prior to doing so and appropriately address reasonable concerns about the safety of the complainant or others, which may include providing supportive measures.

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 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.

The Title IX Coordinator shall designate an individual to whom the District's providing, denying, modifying, or terminating of supportive measures may be appealed. The designated individual shall have authority to modify or reverse the District's decision if it is determined that the decision to provide, deny, modify, or terminate the supportive measure(s) was inconsistent with the definition of supportive measures. A party shall have the opportunity to seek additional modification or termination of a supportive measure applicable to them if there is a material change in circumstances.

Students With Disabilities

If a complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one (1) or more members, as appropriate, of the student's Individualized Education Program (IEP) team or the student's 504 team to ensure compliance with the Individuals with Disabilities Education Act and the Rehabilitation Act of 1973 throughout the grievance process.

Complaint

A complaint may be filed with the Title IX Coordinator in person, by phone, 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:

- o Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- o Notice of the allegations of sexual harassment including sufficient details known at the time to allow the parties to respond to the allegations. 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;
- o 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;
- o A statement that retaliation is prohibited;
- o That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- o That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- o 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 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 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 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 five (5)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 five (5)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:

- o Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- o Provide each party with the answers;
- o Allow for additional, limited follow-up questions from each party; and
- o To the party proposing the questions, provide an explanation-regarding 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 five (5)³ days following the completion of the investigation period, the decision-maker⁴, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sex discrimination or sexual harassment;
2. A description of the procedural steps taken from the receipt of the 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 complaint. If the conduct alleged in the 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 a 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 complaint or any allegations therein;
- o The District was unable to identify the respondent after taking reasonable steps to do so;
- o The respondent is no longer employed or enrolled at the District;

- o Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the complaint or allegations therein; or
- o The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination or sexual-harassment.

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 Title IX Coordinator may delegate the investigation or the determination as necessary to prevent a conflict from arising or the appearance of bias, including hiring an individual or individuals to conduct the investigation or to act as the decision-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.⁴⁵

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-maker⁶ 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 sex discrimination and 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.⁶

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 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 Leave⁷

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-complaint of sex discrimination or sexual harassment,; testified; assisted; or participate or refused to

participate in any manner in an investigation, proceeding, or hearing on sex discrimination or 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 complaint of sex discrimination or sexual harassment, 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, sex discrimination or sexual harassment. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not⁸ have engaged in sex discrimination or 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 sex discrimination or 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 sex discrimination or sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Barriers to reporting

The Title IX Coordinator shall monitor for barriers to reporting information about conduct that reasonably may constitute sex discrimination or sexual harassment and shall take steps reasonably calculated to address such barriers.

Records

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

- Each sex discrimination or 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 complaint of sex discrimination or 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.
 - Records documenting the actions the District has taken to meet its obligations to eliminate sex discrimination, including reviewing barriers to reporting potential sex discrimination and the employee notification requirements, regarding each notification the Title IX Coordinator received of information about conduct that reasonably may constitute sex discrimination.

Cross References: 3.17—LICENSED PERSONNEL CODE OF CONDUCT

3.19—LICENSED PERSONNEL EMPLOYMENT

4.27—STUDENT SEX DISCRIMINATION AND SEX-BASED HARASSMENT

5.20—DISTRICT WEBSITE

7.15—RECORD RETENTION AND DESTRUCTION

8.20—CLASSIFIED PERSONNEL SEX DISCRIMINATION AND SEX-BASED 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:

Last Revised:5/12/25

3.27 - LICENSED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted: 5/14/2012
Last Revised: March 2012

3.28 - LICENSED PERSONNEL TECHNOLOGY USE POLICY

Technology users' responsibilities go beyond general care of computers, iPads, and other computing devices. The Osceola School District's policy addresses the acceptable use of technology hardware, software, networks, and the internet.

District Responsibility Regarding the Computing Network

1. The Osceola School District is responsible for:
 - a. Management of the network - the wires and devices (e.g., servers, routers, switches) that comprise the network
 - b. Setting standards for the hardware and software that can be used in the network.
 - c. Maintaining and repairing equipment purchased by the district for use in the network
 - d. Providing training to users in the use of all district-supported hardware and software.
 - e. Assigning and revoking privileges regarding use of the network
 - f. Defining the rights and responsibilities of users and enforcing acceptable use standards
2. The Osceola School will provide users with hardware, software, and electronic resources that support the mission of the school district. However, computing resources all come at a cost. The district will provide services at a level that the School Board determines meets the mission of the district to the best of its ability within the constraints of financial resources.

Unless otherwise specified, the following regulations will apply equally to students, employees, volunteers, and contractors employed by the Osceola School District. Employees, volunteers, and contractors may have additional obligations owing to the nature of positions and/or access privileges

All individuals with access to Osceola School District technology and computer networks will:

1. Respect the rights and property of others and will properly access files, data or information of others.
2. Observe Osceola School District standards of conduct as stated in the handbook.
3. Utilize the computers, mobile devices, network, Internet, and other technologies only for purpose in support of the district's stated education goals or for legitimate school district business
4. Be responsible for taking precautions to prevent loss or damage to equipment and data.
5. Install and use software on the district's computing devices only in accordance with Software Policy and Procedure Guidelines.

The Osceola School District Acceptable Use Agreement is to be an integral part of the Student Handbook. Existing policies that exclude or prohibit use of personal devices and technology are not superseded by this agreement. Failure to adhere to policies contained in the Student Handbook will continue to result in consequences as dictated in the student handbook.

Interpretation, application, and modification of this use policy are within the sole discretion of the Osceola School District. Any questions or issues regarding this policy should be directed to the building or district administration, or the network administrator(s).

Internet Safety Policy

The Osceola School District is compliant with the CHILDREN'S INTERNET PROTECTION ACT (CIPA) (Pub.L.106-554) through the use of internet filtering by the State of Arkansas's Division of Information Services, local filters, and through the use of adult monitoring and supervision of students who use district computers, iPads, and other computing devices. The Osceola School District is compliant with the **Neighborhood Children's Internet Protection Act (NCIPA)** by providing an Internet Safety Policy, and the District enforces the requirements of these policies.

The Osceola School District strictly forbids the access of inappropriate or harmful material, as defined in **Pub.L.106-554**, on the internet and World Wide Web from any district owned computer, other computing device, or district owned network connection. This includes all employees of the district, as well as minors. The Osceola School District further forbids students direct electronic communications through the use of district or other forms of email, chat rooms, and/or any other form of direct electronic communication. Any exceptions to direct electronic communication must be with prior written approval of the Supervisor of Technology, and under the continuous direct supervision of a certified teacher, librarian, counselor or administrator with knowledge and approval by each site's building supervisor.

The Osceola School District strictly forbids the unauthorized disclosure, use and dissemination of personal identification information of minors. Written permission by the legal parent or guardian must be on file in the school or district office prior to the disclosure, use, or dissemination of personal identification information of minors. This permission includes the publication or display of photographs on the district websites. Pictures with no personal

identification information as part of a larger graphic presentation are allowed.

The Osceola School District strictly forbids unauthorized access, including so-called hacking and other unlawful activities, by any person using district owned equipment or district connection points to the Internet. The Osceola School District educates minors about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms. Each school incorporates strategies appropriate for the age level of the students to address this. Included is emphasized training about cyberbullying and the responses that the district will take to deal with such issues.

Electronic Network Use Rules

Every user (which includes, but is not limited to students, employees, volunteers, and contractors employed by the district) has the responsibility to respect and protect the rights of every user in our community and on the Internet. School district account holders are expected to act in a responsible, ethical, and legal manner, in accordance with the missions and purposes of the networks they use, and the laws of the state and the United States. Students will be provided with a school atmosphere and procedures of student control/discipline that will assure a suitable learning environment, and students will learn to act as responsible and productive citizens with respect for civil rights and the role of the individual in a democracy.

Computer/Computing Device Use Rules (NOTE: The use of the term computer refers not only to desktop computers, but also to notebook computers, iPads, iPods, Nook, Kindle, iPhones or other smartphone, and any other Internet accessible computing device, whether school owned or personal device.)

- Food and drink are not allowed in any computer area.
- No software is to be downloaded, stored, or installed on any computer or other computing device, or in any computer account without approval from the Technology Department.
- Pirated software (warez) and MP3s are not to be downloaded or stored on any computer, computing device, or in any user's account.
- Modification or removal of digital electronic files that are not your own is not allowed.

- All copyright laws are to be observed. Copyrighted material is not to be placed in the system without the author's permission (Copyright Law of 1994; Digital Millennium Act of 1998)
- You are not to move or disconnect any computer or peripheral device or piece/part of any equipment.
- Contact a supervisor or teacher concerning problems with any of the equipment.
- Appropriate behavior and common courtesy are expected at all times.
- You should not send anything to a printer unless you absolutely need a hard copy of the information; do not print web sites without knowing exactly how many pages will be printed; do not print multiple copies of any document without specific permission.
- Do not read other users' electronic mail or files, nor attempt to delete, copy, modify, or forge others' files or email.
- Do not interfere with others' ability to send or receive email.
- Do not use the system to encourage the use of drugs, alcohol, tobacco, or any illegal/inappropriate activities.
- Passwords must be strong, kept confidential and not shared with anyone else. A strong password is at least 8 characters in length with a mix of lowercase letters (abc...z) and uppercase letters (ABC...Z), symbols (#&@...) and numerals (1234...).
- Users should not allow any other person access to any device logged in under their own account.
- Only Teacher approved downloads such as elements to be used in presentations are allowed. Media must be available within the scope of copyright laws and checked for viruses prior to any use, using the district's antivirus software supervised by the teacher.
- Do not leave portable devices unattended to prevent theft.
- All videos must be approved for viewing by the building administrator. Any video checked out of the library is pre-approved.
- Network printers should be used responsibly to prevent waste and/or abuse.

Using the network is a privilege, not a right and the privilege may be revoked at any time for unacceptable conduct. Unacceptable conduct includes, but is not limited to the following:

- Using the network for illegal activity, including violation of copyright or other contract
- Using the network for financial or commercial gain
- Using the network while access privileges are revoked or suspended
- Degrading or disrupting equipment or system performance
- Vandalizing the data of another user

- Theft or plagiarism of data
- Wastefully using finite resources
- Unauthorized downloading of software
- Gaining unauthorized access to resources or entities
- Willfully and knowingly accessing or attempting to access pornographic or other inappropriate sites
- Invading the privacy of individuals
- Using an account owned by another user without authorization
- Posting personal communications without the author's consent
- Posting anonymous messages
- Placing of unlawful or unlicensed information on a system
- Using abusive or otherwise objectionable language in either public or private message
- Sending of messages that are likely to result in the loss of recipients' work or systems
- Sending of chain letters or broadcast messages to lists or individuals, or any other type of use that would cause congestion of the networks or otherwise interfere with the work of others
- Playing games on the internet that are not designated and approved, with lesson plans and educational goals to support their use
- Student use of a teacher computer, unless correctly logged in and supervised by the teacher
- Using the computer, projector, and smartboard to show any movies that do not have an educational purpose supported by lesson plans and identified standards and benchmarks

Acceptable Posting: The Osceola School District provides a public Internet presence to share information with the community. Staff members are allowed to use these district provided resources and are responsible for monitoring and reviewing all content created by students. Students are not allowed to directly publish information to the public Internet via the school district network. Staff members agree not to publicly publish through the school district site any information that:

1. Violates copyright laws or property rights
2. Discloses student personal information
3. Discloses student names with photographic depictions
4. contains deliberately false or misleading statements regarding the school district
5. Are illegal
6. Are deliberately offensive, threatening, or libelous
7. Are pornographic or otherwise obscene.

False Entry/Alterations: No student, volunteer, or school/district employee will make any false entry or alteration of any document, (either paper or electronic) used or intended to be used in connection with the operation of the Osceola School District nor any school in the district, nor will any student open or alter official school documents or private documents, either paper or electronic.

Data Security: The District assumes no responsibility or liability if documents stored on school equipment are lost or damaged, nor will the district be responsible for security violations beyond the appropriate punishment of those persons involved in such violations.

Controlled Access to the Internet: Internet access is provided strictly for use consistent with the district's educational and business goals. It is the practice of the Osceola School District to protect staff and students from obscene, pornographic, and other inappropriate material available on the Internet by monitoring Internet access and by using mechanisms such as content filters and firewalls in accordance with the Children's Internet Protection Act (CIPA) and the Neighborhood Children's Internet Protection Act (NCIPA). Students are not allowed to access the Internet without staff supervision and are required to connect to the web through a content filter. Attempts to access inappropriate material are logged. Deliberate attempts to access obscene or inappropriate materials by any user will result in disciplinary action by school district administration. The school district may provide direct communication systems such as email or chat rooms for student use, which will be either filtered for content, closed (in-district only), or both. To provide student safety and security, the use of Internet direct communication systems is allowed only under direct staff supervision. Web-based direct communication systems pass through a content filter.

Unlawful and Unauthorized Activities: The Osceola School District does not tolerate the use of the network for illegal activity, including electronic crimes such as unauthorized access, deliberate use of malicious code such as viruses, and deliberate attacks on systems ("hacking"). Cyber-bullying will not be tolerated by the Osceola School District. These activities will result in disciplinary action by school district administration. In addition, if requested by any law enforcement agency, the technology department will cooperate completely to identify those who carry out illegal activities, document proof of such activities, and testify in court.

Vandalism: - Vandalism will result in cancellation of privileges as well as other sanctions or disciplinary action. Vandalism is defined as any malicious attempt to harm, modify, or destroy computer hardware, data of another

user, Internet, or any of the other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

Network Etiquette

- Be polite.
- Do not get abusive in your messages to others.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Hate mail, harassment, discriminatory remarks and other antisocial behaviors are prohibited on the network.
- Use appropriate language. Do not swear, use vulgarities, or any other inappropriate language.
- Exercise caution with personally identifiable information.
- Do not reveal personal information of others. Any student receiving unsolicited requests for personal information will immediately report that to the supervising teacher. That teacher will report this incident to appropriate authorities.
- Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to authorities.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Information accessible via the network and Internet should be assumed to be private property and possibly copyrighted.
- Do not take part in any form of chain letters, mass mailings, or pyramid schemes that ask for forwarding a message to others. Many people find these very disconcerting and intrusive.

Enforcement

Violation of the rules set forth by school district policy may result in disciplinary action by school district administration. The Director of Technology is empowered to suspend some or all privileges associated with computer/computing device use in cases of misuse or threat to the integrity of information technology resources. Disciplinary action for misuse by students may include, but is not limited to, suspension from school, removal from classes requiring computer use, loss of computer use privileges, and, if deemed appropriate, criminal prosecution. Disciplinary action for misuse by employees and other users may include, but is not limited to, formal reprimand, probation, termination, and, if deemed appropriate, criminal prosecution. School district administration and the technology department

will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final. Before any permanent action is taken against a user, the user will be advised of the basis for the proposed action and given an opportunity to respond. The specific disciplinary action for each case will be at the sole discretion of school district administration and may vary depending on the severity of the infraction.

Security

Security on any computing device is a high priority. Do not use another individual's account. Attempts to log onto the network with another person's identification without permission may result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computing systems may be denied access to the computers and network. If you feel you can identify a security problem on the network, you must notify an administrator.

Policy Agreement

The Osceola School District will uphold laws pertaining to the use of information technology equipment and the information contained therein and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution to the full extent of the law.

There is a need for full disclosure and understanding for the partnership between parents, children, and the school district in regard to technology and its use. A Computing Device and Network Use Agreement has been created to inform and provide knowledge, ensuring that all parties understand the areas of responsibility identified. Each child will need to have an agreement form signed and on file before the student will be allowed to use the computers or other computing device.

Software Policy and Procedures

Purpose: The Osceola School District licenses the use of computer software from a variety of third parties. The software developer normally copyrights such software. Unless expressly authorized to do so, the Osceola School District has no right to make copies of the software except

for backup or archival purposes. The purpose of this policy is to prevent copyright infringement and to protect the integrity of the Osceola School District's computing environment from viruses and similar threats. The term software herein also refers to apps for iPads and other computing devices

Policy and Procedures Guidelines: It is the policy of Osceola School District to respect all computer software and application (apps) copyrights and to adhere to the terms of all software licenses to which the district is a party. The Director of Technology is charged with the responsibility of monitoring these guidelines and assuring compliance. Osceola School District employees may not duplicate any licensed software or related documentation for use either on school premises or elsewhere unless the Osceola School District is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employees, students, and/or the district to both civil and criminal penalties under the United States Copyright Act. Employees may not give standalone software to any other employee or any software to non-employees including parents, contractors, students, and others. Osceola School District employees and students may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

Acquisition of Stand-Alone Software: To purchase and utilize software within the Osceola School District, employees must obtain the approval of their supervisor or Director of Technology. All software utilized by employees of the Osceola School District must be registered with the Director of Technology. Software acquisition channels are restricted to ensure that the Osceola School District has a complete record of all software that has been purchased for district computers/computing devices and can register, support, track, and upgrade such software accordingly. All software will be subject to review and approval by the Technology Department.

Acquisition of District-Wide Software: In order to facilitate the selection and implementation of software for use district-wide, a committee of district staff will be utilized to analyze and evaluate software packages. The committee participants will include staff members from each affected location and be led by the Director of Technology, as to ensure that the selection best meets the needs of the district. At all stages, factors such as

user reaction, effect on workload and efficiency for users and support personnel, and resources required should be considered.

Registration of Software: The district will register every software package. When a staff member acquires new software for use on district computers, he/she must inform the school media specialist. The staff member should provide a copy of the registration to the school media specialists. Software must be registered in the name of the district and department/school in which it will be used. Because of personnel turnover, software should never be registered in the name of the individual user. The school media specialist shall maintain a register of all of the district's software and shall keep a library of software licenses. The register will contain:

- the title and publisher of all software;
- the date and source of software acquisition;
- the location of each installation;
- the name of the authorized user;
- the existence and location of media;
- the software product's serial number

Storage and Security: The school media specialist shall be in charge of storing all school software in secured storage areas, if feasible. The Technology Department is in charge of all District Software. By ensuring secure storage of original media, the risk of software theft and unauthorized duplication of software is minimized. **Installation of Software:** After the registration requirements above have been met, the software may either be installed by the Technology Department or qualified individuals with the Technology Department's permission. No software shall be installed on district devices without approval of the Director of Technology. Teachers who bring in data media from home are responsible to ensure that his or her media are free from viruses. District virus protection software should be used to examine these media before they are used in a district computer. These standards are to ensure that the district does not violate copyright laws or infect computer systems with viruses. A student shall not install computer software or tamper in any way with district software at any time. No student shall bring in media from home, unless under direct supervision of the teacher for which the contents of the media are intended and only with approved software. It is the responsibility of teachers and other faculty members to constantly monitor student use of computers/computing devices and review all policies and procedures with the students regarding the acceptable use of technology. **Documentation:** Original manuals, tutorials, and other user-oriented documentation will be made available, whenever

possible, to assist the software users. The district's trainers will also continue to provide in-service for teachers in the use of appropriate software. Home Computers: The Osceola School District's computers are district assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on district machines. Generally, district owned software cannot be taken home and loaded on an employee's computer if it also resides on the district's computer. However, some software companies provide in their license agreements that home use is permitted under certain circumstances. Before taking any software home, please check with the Director of Technology and follow the sign-out and sign-in procedures.

Software Audits: The Director of Technology will conduct random audits of all district computing devices to ensure that the district is in compliance with all software licenses. During these random audits the district will search for inappropriate software and eliminate any that is found.

Software Log: A software log will be maintained of all software owned or used by the district. After the audit has been completed, the software log will be used to list all old and newly acquired software. Penalties and Reprimands: Anyone who violates this policy will be referred to district administration for possible disciplinary action.

Hardware Policy and Procedures

Property Rights: The Osceola School District has the right to specify who uses its equipment and the information contained therein, under what circumstances, and to what purpose. Equipment purchased or received by way of grant by a school or the district will be the property of the district. The district or school will determine its use. In accordance with grant specifications, neither employees, volunteers, nor students in the school have ownership rights to any equipment loaned to them by the school. Use of school equipment and software for private or personal business is strictly prohibited and will subject the violator to disciplinary action. No person will have exclusive use of school equipment unless authorized by district administration. Acquisition: Any new acquisition of hardware is the responsibility of the Technology Department. Purchases may be made from vendors identified on the approved State Contracts lists, the State TIPS/TAPS list, or by quotes/bids. Any staff who wishes to supplement

hardware with additional hardware must receive written permission from the Director of Technology. Any installation of hardware must be done by the Technology Department or its designee. Network Attached Devices: Use of network attached devices, including, but not limited to, computers, printers, and handheld devices (i.e. iPads, iPhones, iPods, other smartphones, etc.), must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network. Wireless Devices: Use of wireless equipment must be approved by the Technology Department to ensure the compatibility, stability, and security of the district network. To ensure that security standards are met, wireless devices will not be used until configured appropriately by district technology personnel. Any wireless device deemed to be a security liability will not be allowed. Random scans for rogue wireless devices may be performed by district technology personnel.

Enforcement: The District and all schools in the district will rigorously uphold laws pertaining to the use of technology equipment and the information contained in them and/or generated by its use. Anyone found to be violating such laws would be subject to suit for civil damages as well as prosecution by the school to the full extent of the law.

Mobile device specific agreements for students: Students must agree to abide by all terms of this agreement. Failure to do so will result in the loss of privileges to use the lab, and any work that would be done must be completed on my own or a grade of "0" will be given for this project.

1. Student agrees to follow all directions as given by my teacher
2. Student agrees to use the computer for only the work I am assigned
3. Student agrees to not download any program or file without the teacher's permission

Student agrees that I will not do anything to change the way the computer works, such as changing desktop wallpapers or any other system settings.

Student agrees to handle the computing device in a careful manner. Student understands that if he/she drops or causes any damage to the computing device through deliberate or negligent behavior, he/she or his/her parents or guardians are responsible financially for any costs to repair or replace the damaged device, or face other consequences as determined by the principal.

Student agrees that while a computer is assigned to me, it is my responsibility to take care of it. I will not allow others to use, play with, or

abuse the computer. Any damage that is done to the computer assigned to me for my use is my responsibility.

Students will visually inspect any computing device when he/she first logs on and notify the teacher immediately if there is a problem so that it can be reported and fixed. Students understand that failure to report any vandalism or any other problem prior to use, he/she may face consequences as determined by the principal.

Warranties/Indemnification

The District believes that the benefits to educators and students from access to the Internet (in the form of information resources and opportunities for collaboration) far exceed any disadvantages of access. Ultimately, parent(s) and guardian(s) of minors are responsible for their child's behavior, and this includes use of the Internet. The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computing networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to the District and shall indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s)/legal guardian(s) agrees to cooperate with the District in the event of the school initiating an investigation of a user's use of his/her access to its computer network and the Internet. The user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District, relating to or arising out of any violation of these procedures.

Legal Reference: Children's Internet Protection Act, P.L. 106-5520
U.S.C. § 6801, et seq.

47 U.S.C. § 254(h) and (1)

Date Adopted: 7/10/2017

Last Revised: 4/20/23

3.28.1 - Use of Email in the School District

Electronic mail or email is a valuable business communication tool, and users shall use this tool in a responsible, effective and lawful manner. Every employee/authorized user has a responsibility to maintain the District's image and reputation, to be knowledgeable about the inherent risks associated with email usage and to avoid placing the School District at risk

Although email seems to be less formal than other written communication, the same laws and business records requirements apply. School District employees/authorized users shall use the District's designated email system, such as Google, for all business email, including emails in which students or students issues are involved.

Employee Acknowledgement

All employees are authorized users shall acknowledge annually and follow the District's policies and regulations on acceptable use of computerized information resources, including email usage.

Classified and Confidential

District employees and authorized users may not:

- A. Provide lists or information about District employees or students to others and/or classified information without approval. Questions regarding usage and requests for such lists or information should be directed to the Superintendent/Asst. Superintendent
- B. Forward emails with confidential, sensitive, or secured information without Superintendent/Assistant Superintendent authorization. Additional precautions, such as encryption, should be taken when sending documents of confidential nature.
- C. Use file names that may disclose confidential information. Confidential files should be password protected and encrypted. File protection passwords shall not be communicated via email correspondence.
- D. Use email to transmit any individual's personal, private and sensitive information (PPSI). PPSI includes social security number, driver's license number or non-driver ID number, account number, credit/debit card number and security code, or any access code/password that permits access to financial accounts or protected student records without Superintendent/Assistant Superintendent authorization.
- E. Send or forward email with comments or statements about the District that may negatively impact it.
- F. Send or forward email that contains confidential information subject to Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), and other applicable laws without Superintendent/Assistant Superintendent authorization.

Personal Use

Employees and authorized users may use the District's email system for limited personal use. However, there is no expectation of privacy in email use. Personal use should not include chain letters, junk mail, and jokes. Employees and authorized users shall not use the District's email programs to conduct job searches, post personal information to bulletin boards, blogs, Chat groups and list services, etc. without specific permission from the Superintendent. The District's email system shall not be used for personal gain or profit.

Email Accounts

All email accounts on the District's system are the property of the School District.

Receiving Unacceptable Mail

Employees and authorized users who receive offensive, unpleasant, harassing or intimidating messages via email or instant messaging shall inform the Human Resources Department immediately.

Training

Employees/authorized users should receive regular training on the following topics:

- A. The appropriate use of email with students, parents and other staff to avoid issues of harassment and/or charges of fraternization
- B. Confidentiality of emails
- C. Permanence of emails is never truly deleted, as the data can reside in many different places and in many different forms
- D. No expectation of privacy: email use on District property is NOT to be construed as private.

Sanctions

The Director of Technology may report inappropriate use of email by an employee/authorized user to the Superintendent who will take appropriate disciplinary action. Violations may result in a loss of email use, access to technology networks and/or other disciplinary action. When applicable, law enforcement agencies may be involved.

Notification

All employees/authorized users will be required to access a copy of the District's policies on staff and student use of computerized information resources and regulations established in connection with those policies. Each user will acknowledge this employee/designated user agreement before establishing an account or continuing his/her use of email.

Confidentiality Notice

A standard Confidentiality Notice may automatically be added to each email as determined by the District.

Date Adopted:4/20/23

Last Revised:

3.28F - LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Name (Please
Print)_____

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

1. Conditional Privilege: The Employee's use of the district's access to the Internet is a privilege conditioned on the Employee's abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District's Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee's use of the District's Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software other than when required by the employee's job duties;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files other than when required by the employee's job duties;
 - g. vandalizing data of another user;
 - h. obtaining or sending information that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals other than when required by the employee's job duties;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;
 - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. providing access to the District's Internet Access to unauthorized individuals; or

- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - u. making unauthorized copies of computer software;
 - v. personal use of computers during instructional time; or
 - w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
 - x. Expressing a political opinion to an elected official unless the opinion is either within the scope of the employee's regular job duties or requested by an elected official or public entity: or
 - y. Engaging in lobbying an elected official on a personal opinion y employee unless the employee is a registered lobbyist for the District
5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the District's computers or the Internet including penalties for copyright violations.
6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to email, voice, and video transmissions, to ensure proper use of the system.
7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

Date Adopted:

Last Revised: 5/23/2019

3.29 - LICENSED PERSONNEL SCHOOL CALENDAR

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

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

The Osceola School District shall operate by the following calendar.

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

Date Adopted: 7/10/2017

Last Revised: 5/23/2019

Osceola School District

2025-2026 4 Day Calendar K-12

Teacher In-Service Days

August 11-15

January 2

February 13

June 2

Holidays/Non-Student Days

November 25 - 28

Thanksgiving Break

December 19 - January 1

Winter Break

March 24-27

Spring Break

April 3

Good Friday

Grading Periods

1st Quarter (34days)

August 19 - October 16

2nd Quarter (32 days)

October 17 - December 18

3rd Quarter (38 days)

January 6 - March 13

4th Quarter (39 days)

March 17- May 29

Legend

Teacher In-Service Days

No Students

Holiday

Student/Teacher Holiday

[

Beginning of Grading Period

]

End of Grading Period

P/T Conference & Progress Report

No Students

Graduation Day & Progress Report

Students Attend

Student Days

Students Attend

Progress Reports

Students Attend

Report Cards (sent home)

Students Attend

Make Up Days (If needed)

Day 1

April 6

Day 2

April 13

Day 3

April 20

Day 4

May 4

Day 5

May 11

Act 1220 Special Event Days

North Elementary

Choice Learning Center (ALE) & High School

Carroll Smith Elementary

Osceola Middle School

Daily Hours of Operation/ Instructional Day

District Office 7:30am - 4:30pm

North & CSE - 7:30am - 3:30pm
OMS & OHS - 7:40am - 3:53pm



343 student days, 2 P/T days, 8 District PD Days (all 8 days are required contract days), days not completed will be subtracted from the teachers's salary

25-Jul 1						
S	M	T	W	Th	F	Sa
		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		

25-Aug 2						
S	M	T	W	Th	F	Sa
					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						

25-Sep 3						
S	M	T	W	Th	F	Sa
	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				

25-Oct 4						
S	M	T	W	Th	F	Sa
			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	

25-Nov 5						
S	M	T	W	Th	F	Sa
						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						

25-Dec 6						
S	M	T	W	Th	F	Sa
	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			

26-Jan 7						
S	M	T	W	Th	F	Sa
				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

26-Feb 8						
S	M	T	W	Th	F	Sa
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

26-Mar 9						
S	M	T	W	Th	F	Sa
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				

26-Apr 10						
S	M	T	W	Th	F	Sa
			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		

26-May 11						
S	M	T	W	Th	F	Sa
					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						

26-Jun 12						
S	M	T	W	Th	F	Sa
	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				

3.30 - PARENT-TEACHER COMMUNICATION

The district recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, parent/teacher conferences shall be held once each semester.

Parent-teacher conferences are encouraged and may be requested by parents or guardians when they feel they need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s), legal guardian(s), or care-giving adult or adults in a student's home to discuss the student's academic progress unless the student has been placed in the custody of the Department of Human Services and the school has received a court order prohibiting parent or legal guardian participation in parent/teacher conferences¹. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

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

Legal References: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3 A.C.A. § 6-15-1702 (b)(3)(B)(ii) Legal Reference: State Board of Education Standards of Accreditation 12.04.1, 12.04.2, and 12.04.3 A.C.A. § 6-15-1701(b) (3) (C)

Date Adopted: 6/8/2015

Last Revised: 6/22/2018

3.31 - DRUG FREE WORKPLACE - LICENSED PERSONNEL

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

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

Should any employee be found to have been under the influence of, or in illegal possession of, any illegal drug or controlled substance, whether or not engaged in any school or school-related activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for a school employee in the opinion of the superintendent, the employee may be subject to discipline, up to and including termination. This policy also applies to those employees who are under the influence of alcohol while on campus or at school-sponsored functions, including athletic events.

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

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

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

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

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home.

The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

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

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

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

- The name, address, and telephone number of the person who is the subject of the report; and
- A description of the facts giving rise to the issuance of the report.

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

Date Adopted: 7/11/2016

Last Revised: 5/12/25

3.31F - DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

3.32 - LICENSED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- d. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that

the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or

- e. Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

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

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

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

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

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

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

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

Policy

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

Leave Eligibility

The District will grant up to twelve (12) weeks of leave in a year in accordance with the FMLA, as amended, to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. .Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.⁴

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.⁵ If the employee is eligible, the District may request additional information from the employee and/or certification from a healthcare provider to help make the applicability⁶ determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.⁷

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

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

Concurrent Leave Under the FMLA

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

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

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

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

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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

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

If an employee gives unequivocal notice of an intent not to return to work, or if the employment relationship would have terminated if the employee had

not taken FMLA leave, the District's obligation to maintain health benefits ceases.

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks¹⁰ during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

Leave Acquired Through Fraud

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

Provisions Applicable to Section One Employee Notice to District

Foreseeable Leave

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

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

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

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

Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by

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

Medical Certification

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

Recertification: The District may request, either orally or in writing, the employee obtain a recertification in connection with the employee's absence, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply:

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

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

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

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.¹¹

To the extent the employee has accrued paid vacation or personal leave, any leave taken that qualifies for FMLA leave for reasons 1 or 2 above shall be paid leave and charged against the employee's accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Return to Work¹²

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

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

Failure to Return to Work

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's

contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave shall provide the District with not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the District agrees to permit such leave upon the request of the employee. If the District agrees to permit an employee to take intermittent or reduced schedule leave for such reasons, the agreement shall be consistent with this policy's requirements governing intermittent or reduced schedule leave. The employee may be transferred temporarily during the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties.

Eligible employees may take intermittent or reduced schedule FMLA leave due to reasons 3 or 4 listed above when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

QUALIFYING EXIGENCY

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related

activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹³

Definitions

“Covered active duty” means:

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

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

Certification¹⁴

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

Employee Notice to District

Foreseeable Leave

When the necessity for leave for any qualifying exigency is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the District as is reasonable and practicable regardless of how far in advance the leave is foreseeable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case.

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

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

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

SERIOUS ILLNESS

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

Definitions

"Covered Servicemember" is:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is

otherwise on the temporary disability retired list, for a serious injury or illness; or

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

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

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

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

“Serious Injury or Illness”:

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

“Son or daughter of a covered servicemember” means a covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or

a child for whom the covered servicemember stood in loco parentis, and who is of any age.²

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

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

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

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

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;
2. Take a combined total of ten (10) weeks for reasons 1, 2, or to care for a parent under reason 3 in Section One; or
3. Take a combination of numbers 1 and 2 that totals ten (10) weeks of leave.

Medical Certification¹⁵

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

Employee Notice to District

Foreseeable Leave

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

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

When the need for leave is to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Unforeseeable Leave

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the District notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, fax, email, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Eligible employees may take intermittent or reduced schedule FMLA leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury when the medical need is best accommodated by such a schedule. The eligible employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider.

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position that the employee is qualified for and that better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or

equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

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

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury more than five (5) weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if:

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

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

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

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

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

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

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE

3.18—LICENSED PERSONNEL
OUTSIDE EMPLOYMENT
3.44—LICENSED PERSONNEL WORKPLACE
INJURIES AND WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.
29 CFR part 825
A.C.A. § 6-17-122

Date Adopted: 6/8/2020
Last Revised: 5/1/23

3.33 - ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

The proper supervision of students at non-instructional times is critical to proper school functioning. Instructional time in the classrooms is also vital for the students in the District. The purpose of this policy is to provide additional time for instructional time for instructional purposes; reduce the amount of time for non-instructional duties.

For this policy “non-instructional duties” shall mean the supervision of students before or after the instructional day begins or ends for students, or supervision of students during breakfast, lunches recesses, scheduled student breaks, morning bus and car rider time. Instructional purposes means activities initiated by the licensed personnel related to teaching duties, including, but not limited to, contacting parents, assessing student performance, documenting student performance, organizing the classroom, preparing instructional materials, and other teaching responsibilities related to instructional planning and the direct instruction of students

In keeping with ACA 1-17-117, the principal of each school shall have the responsibility of assigning such duties. As per the Act, each teacher may be assigned up to sixty (60) minutes of non-instructional duty at no additional pay. Licensed personnel assigned extra duty that exceeds sixty (60) minutes shall be compensated at the employee’s hourly rate or in accordance with mutual agreement

Licensed personnel may waive this policy and agree to more than sixty (60) minutes of assigned duty provided they do so in writing and file it with the building supervisor. This waiver will be in effect for the entire school year and may not be rescinded until such time. If licensed personnel signs a waiver, they will not be entitled to any additional monies.

In the event of an emergency, the principal or building supervisor may assign extra duties above the 60 minutes. An “emergency” will be defined as a fire, earthquake, tornado, or some natural disaster.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 5/14/2007

Last Revised: 4/20/23

3.34 - LICENSED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.¹ In addition to the language in this policy, the use of District provided cell phones is governed by Policy 3.28—LICENSED PERSONNEL TECHNOLOGY USE POLICY.

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

Except when authorized in Policy 3.51—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, all employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.³

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

Date Adopted: 7-8-2019
Last Revised: 5/12/25

3.35 - LICENSED PERSONNEL BENEFITS

The Osceola School District provides its licensed personnel benefits consisting of the following.

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked; and
5. 2 **2.5** Personal days.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 5/14/2012

Last Revise: March 2012

3.36 - LICENSED PERSONNEL DISMISSAL 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 email 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 employee has the right to be represented by legal counsel at the hearing;
- 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: 6/8/2020
Last Revised: 1/9/25

3.36.1 - DISMISSAL OR DEMOTION TO REDUCTION IN FACULTY

If there is to be a reduction in the number of faculty employed by the school system which would result in the dismissal or demotion of any member of the faculty the person to be dismissed or demoted must be selected from among all members in the school system teaching or occupying that particular grade, subject or position where a reduction is required. In

determining which teacher will be dismissed or demoted, all available evaluation data pertaining to those affected teachers will be reviewed. In every case where such reduction or demotion is necessitated, the teacher to be demoted must be informed of such action prior to the close of the school year. No vacancy in the district may be filled through recruitment of a person of a race, color, or national origin different from that of the individual dismissed or demoted until such individual who is qualified for the position has had a reasonable opportunity to apply for the vacancy and has failed to do so after notice in writing of such vacancy has been mailed by the district to such person at his last known address as contained in the individual's personnel file. It shall be the duty of such person to keep the district informed as to his mailing address if such individual desires to be considered for such vacancies.

DISMISSAL, SUSPENSION, DEMOTION, AND NON-RENEWAL OF CONTRACTS FOR CAUSE. GROUNDS.

No teacher of the district shall be dismissed, suspended, demoted, or not rehired except as provided in this measure and the laws of Arkansas. The causes for which personnel may be dismissed, suspended, demoted and not rehired are as follows: incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination, as defined in Section 2 hereof.

SUSPENSION PENDING INVESTIGATION

A superintendent may suspend a teacher, at any time that may seem necessary, pending investigation or final disposition of a case before the board or an appeal, provided that if the teacher is vindicated or reinstated he shall be paid the full salary for the period during which he was suspended.

WRITTEN CHARGES

When charges are made to the board against a teacher charging the teacher with offenses which would justify dismissal, demotion, or non-renewal of contract, of the teacher under the terms of this measure, the charges would be made in writing, specifically stating the offenses which are charges, and shall be signed by the party or parties making the charges.

Date Adopted: 5/14/2012

Last Revised:

3.37 - ASSIGNMENT OF TEACHER AIDES

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

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 5/14/2012

Date Revised: March 2012

3.38 - LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that:

1. May address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated;
2. Involves an actual or reasonably perceived power imbalance;
3. Is repeated or has a high likelihood of repetition; and
4. Causes or creates actual or reasonably foreseeable:
 - Physical harm to a public school employee or student or damage to the public school employee's or student's property;
 - Substantial interference with a student's education or with a public school employee's role in education;
 - A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
 - Substantial disruption of the orderly operation of the school or educational environment;

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

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

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

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

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

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

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

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

environment or is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school and has a high likelihood of succeeding in that purpose.

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

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

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

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

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

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

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

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:

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

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report

workplace conflicts to their supervisor.¹ In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

To prevent multiple, simultaneous investigations into the same alleged conduct, if the facts that support an alleged incident of bullying may also constitute a violation of another District policy; State or Federal law, State rule, or Federal regulation, then the District shall investigate and dispose of all alleged incident of bullying in accordance, with the other applicable District policy; State or Federal law; State rule; or federal regulation in lieu of the requirements of this policy.

Date Adopted: 7-8-2019

Last Revised: 5/12/25

3.39 - LICENSED PERSONNEL RECORDS AND REPORTS

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

From time to time, the Superintendent's Office, or other school offices or individuals as the Superintendent may approve, shall issue reports on the welfare of the school and pupils. Secondly, inspection of or access to records in all school offices as well as records of The Board are open to the public at all times except those records dealing with personnel and students protected by law.

Personnel records are defined as all official records, files, and data directly related to persons employed by the School District. Records may include, but not necessarily be limited to: contracts, college transcripts, teacher evaluations, health certificates, recommendations, completed job applications, and other data required by Arkansas and federal laws.

Each employee will have free access to the contents of his or her file and shall have the opportunity to respond to that record.

To release the personnel records to other persons or agencies, written consent shall be given by the person whose record is being requested, stating what is to be released and who is to receive it.

The master file will be kept in Central Administration. A file will also be kept by the principal including data needed at that school. Data from these two files may be exchanged as needed.

It shall be the responsibility of each employee to ensure that his central office and local school personnel files are complete and in current

compliance with established Board procedures. The personnel file of each employee shall be available for inspection and copying at the employee's expense. The employee may submit for inclusion in the file written information in response to any of the information contained in the file.

Personnel records will be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the person is notified in advance.

All authorizations for release of information will be filed in the personnel cumulative file.

Freedom of Information Act, Ark. Code Ann. 25-19-101, et seq, are controlling.

Ref: Ark. Code Ann. 6-17-401-402
Legal Reference: A.C.A. § 6-17-104

Date Adopted: 5/14/2007
Last Revised: 4/20/23

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: 7/12/2021
Last Revised: 5/26/2021

3.41 - LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras ¹, 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. ²

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 use³. 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.⁴

Videos⁵, 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.⁶

Staff who vandalize, damage, defeat, disable, or render inoperable (temporarily or permanently) surveillance cameras and equipment,¹ automatic identification, or data compilation devices shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings⁵ and automatic identification or data compilation records may become a part of a staff member's personnel record.

Date Adopted: 5/14/2007

Last Revised: 5/12/25

3.42 - OBTAINING and RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

A fundamental underpinning of the National School Lunch and School Breakfast Programs (Programs) is that in their implementation, there will be no physical segregation of, discrimination against, or overt identification of children who are eligible for the Program's benefits. While the requirements of the Programs are defined in much greater detail in federal statutes and pertinent Code of Federal Regulations, this policy is designed to help employees understand prohibitions on how the student information is obtained and/or released through the Programs. Employees with the greatest responsibility for implementing and monitoring the Programs should obtain the training necessary to become fully aware of the nuances of their responsibilities.

The District is required to inform households with children enrolled in District schools of the availability of the Programs and of how the household may apply for Program benefits. However, the District and anyone employed by the district is **strictly forbidden** from **requiring** any household or student within a household from submitting an application to participate in the program. There are NO exceptions to this prohibition and it would apply, for example, to the offer of incentives for completed forms, or disincentives or negative consequences for failing to submit or complete an application. Put simply, federal law requires that the names of the children shall not be published, posted or announced in any manner.

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition¹, the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information² as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.¹

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018

DESE Eligibility Manual for School Meals Revised July 2017

A.C.A. § 6-18-715

7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted: 6/9/2014
Last Revised: 5/26/2021

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

It is the responsibility of each licensed employee, and not the district, to keep the employee's license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a licensed employee to do so will be grounds for termination.

Legal References: A.C.A. § 6-17-401

Date Adopted: 5/14/2007
Last Revised: 1/9/25

3.44 - LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

The district provides Workers' Compensation (WC) Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the Assistant Superintendent¹. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District's WC carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of WC benefits².

A WC absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that WC benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to one hundred percent (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 WC payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

Employees who are absent from work in the school district due to a WC claim may not work at a non-district job until they have returned to full duties at their same or equivalent district job; those who violate this prohibition may be subject to discipline up to and including termination. This prohibition does NOT apply to an employee who has been cleared by his/her doctor to return to "light duty" but the District has no such position available for the employee and the employee's second job qualifies as "light duty".

To the extent an employee has accrued sick leave and a WC claim has been filed, an employee:

- Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to one hundred percent (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 (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 one hundred (100%) of the employee's usual contracted gross pay.

Cross References: 3.8—LICENSED PERSONNEL SICK LEAVE
3.18—LICENSED PERSONNEL OUTSIDE EMPLOYMENT
3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 -
MANAGED CARE

A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted: 6/14/2021

Last Revised: 1/9/25

3.45 - LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

Technology used appropriately gives faculty new opportunities to engage students. District staff is encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social networking websites also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contact are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with students. Failures to cease, 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 Standard Board (PLSB) and may form the basis for disciplinary action up to and including termination.

Definitions

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as Facebook, Twitter, LinkedIn, MySpace, or Instagram.

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

Policy

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. Technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

Public school employees are, and always have been, held to a high standard of behavior. Staff members are reminded that whether specific sorts of contacts are permitted or not specifically forbidden by policy, they will be held to a high standard of conduct in all their interactions with

students. Failure to create, enforce and maintain appropriate professional and interpersonal boundaries with students could adversely affect the District's relationship with the community and jeopardize the employee's employment with the district.

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.¹ Employees taking such action do so at their own risk and are advised to monitor the site's privacy settings regularly.

District employees may set up blogs and other professional/education social media accounts using District resources and following District 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 media during school hours is permitted.

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

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention. This could

undermine the public's perception of the individual's fitness to educate students, thus undermining the teacher's effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

Permitted

- Classroom and/or school blogs with information about class assignments, homework help, and/or parent information;
- Emailing students on school monitored accounts;
- Creation of administratively approved and sanctioned "groups" on social networking websites that permit the broadcast of information without granting students access to staff member's personal information;

Forbidden

- Sharing personal landline or cell phone numbers with students (unless school related);
- Texting messaging students (unless school related);

- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Privacy of Employee's Social Media Accounts

In compliance with A.C.A. § 11-2-124, the District shall not require, request, suggest, or cause a current or prospective employee to:

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or
4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee's personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy; local laws; state laws and rules; or federal laws and regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

Notwithstanding any other provision in this policy, the District reserves the right to view any information about a current or prospective employee that is publicly available on the Internet.

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using

district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic devices, or use of the District's network. (See policy 3.28—LICENSED PERSONNEL COMPUTER USE POLICY)

Cross reference: 3.28—LICENSED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: 6/14/2021
Last Revised: 4/20/23

3.46 - LICENSED PERSONNEL VACATIONS

240 day contracted employees are credited with 12.5 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or a major portion of a month, for any days used but not earned.

Instructional Employees may not generally take vacation during instructional time. All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee. If vacation is requested, but not approved, and the employee is absent from work in spite of the vacation denial, disciplinary action will be taken against the employee, which may include termination or nonrenewal.

Except for employees who have accrued vacation totaling more than 20 days as of the date this policy is implemented, no employee shall be entitled to more than 20 days of vacation as of the first day of each fiscal year. If an employee ends the school year with more than 20 days, those days will be converted to sick days up to 5 maximum days.

Employees terminating service at the end of the fiscal year shall take accumulated vacation time prior to termination. There shall be no cash surrender value for unused vacation time.

Date Adopted: 6/8/2015

Last Revised: 6/10/24

3.47 - DEPOSITING COLLECTED FUNDS

From time to time, staff members may collect funds in the course of their employment. It is the responsibility of any staff member to turn funds they have collected daily¹ into the campus secretary. The Superintendent or his/her designee shall be responsible for determining the need for receipts for funds collected and other record keeping requirements and of notifying staff of the requirements.

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

Date Adopted: 4/20/23

Last Revised:

3.48 - LICENSED PERSONNEL WEAPONS ON CAMPUS

Firearms¹

Except as permitted by this policy, no employee of this school district, including those who may possess a “concealed carry permit,” shall possess a firearm on any District school campus or in or upon any school bus or at a District designated bus stop.

Employees who meet one or more of the following conditions are permitted to bring a firearm onto school property:

- He/she is participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs;
- The firearms are securely stored and located in an employee’s on-campus personal residence and/or immediately adjacent parking area;²
- He/she is a registered, commissioned security guard acting in the course and scope of his/her duties;
- He/she is a certified law enforcement officer, either on or off duty;
- He/she has a valid conceal carry license and leaves his/her handgun in his/her locked vehicle in the district parking lot.

Possession of a firearm by a school district employee who does not fall under any of the above categories anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Other Weapons³

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior written permission of the

building principal. If the weapon is a firearm, the firearm must be unloaded and disabled.

Legal References:

A.C.A. § 5-73-119
A.C.A. § 5-73-120
A.C.A. § 5-73-124(a)(2)
A.C.A. § 5-73-301
A.C.A. § 5-73-306
A.C.A. § 6-5-502

Date Adopted: 7-8-2019

Last Revised: 5/23/2019

3.49 - TEACHERS' REMOVAL OF STUDENT FROM CLASSROOM

Definitions

"Appropriate interim learning environment" means an appropriate learning environment that is used for a period of time not to exceed ten (10) days.

"Appropriate learning environment" means a setting within the District that provides a similar structure to the following, without limitation:

1. A classroom; or
2. In-school suspension

"Violent or abusive behavior" means, without limitation:

- A. Using threatening language;
- B. Throwing an item that risks or causes:
 - Harm to another individual;
 - Injury to another individual; or
 - Damage to property;
- C. Physically abusing a teacher or another student; or
- D. Any other similar action that presents a physical danger or a threat of physical danger to a teacher or another student.

A teacher may, but is not required to, remove a student from class:

- Who has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the students in the class or with the ability of the student's classmates to learn; or
- Whose behavior is so unruly, disruptive, violent, or abusive that it seriously interferes with the teacher's ability to teach the students, the class, or within the ability of the student's classmates to learn.

A student who is removed from class shall:

- Be sent to the office of the principal or the principal's designee;
- Be escorted from the classroom by the school administration if the student refuses to leave the classroom voluntarily;
- Not be returned to the teacher's class until a conference is held; and

- Be placed in another appropriate classroom learning environment until the conference is completed.

The conference shall be held for the purpose of:

1. Determining the cause of the problem that lead to the student's removal and possible solutions;
2. Serving as a manifestation determination review if the student removed from the class is a student with disability;
3. Determining if a behavioral threat assessment is necessary for the student who was removed from the class due to violent behavior.

The following individuals shall be present at the conference:

- A. The principal or the principal's designee;
- B. The teacher;
- C. The school counselor;
- D. A 504/special education representative (if applicable);
- E. The parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis; and
- F. The student, if appropriate.

The failure of the parents, legal guardians, persons having lawful control of the student, or persons standing in loco parentis to attend the conference shall not prevent the conference from being held nor prevent any action from being taken as a result of that conference.

Following the conclusion of the conference, the principal or the principal's designee may take any of the following actions against a student who was removed from class:

- Place the student into another appropriate learning environment or into in-school suspension;
- Except for a student who was removed for violent or abusive behavior, return the student to the class; or
- Take other appropriate action consistent with the District's discipline policy, state law, and federal law.

A student who is removed from class three (3) times during the same school year shall be placed in another appropriate learning environment for the remainder of the school year.

The District shall follow all requirements under the IDEA and 504 for students with a disability, including those surrounding a change in placement.

Date Adopted: 7/12/2021

Last Revised: 5/15/25

3.50 - ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of each year those currently employed administrators who will be responsible for conducting Teacher Excellence and Support System (hereinafter TESS) summative evaluations who are not currently qualified to fulfill that role. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Division of Elementary and Secondary Education (DESE). Any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, who fails to do so by December 31 of any contract year may have their contract terminated or not recommended for renewal. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the DESE.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. Any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, who fails to do so by December 31 of any contract year may have their contract terminated or not recommended for renewal. No administrator may conduct a summative evaluation unless they have successfully completed all training and certification requirements for evaluators required by the DESE.

Legal Reference: A.C.A. § 6-15-202(f)(50)

Date Adopted: 7-8-2019

Last Revised: 1/9/25

3.51 - SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES

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

1. Is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District; and
2. Is operated for the transportation of students from home to school, from school to home, or to and from school events.¹

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch or transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;
- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

In addition to statutorily permitted fines, violations of this policy shall be grounds for disciplinary action up to and including termination.

Legal Reference: A.C.A. § 6-19-120

Date Adopted: 7-8-2019

Last Revised: 5/23/2019

3.52 - WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, "Family member" includes:

- An individual's spouse;
- Children of the individual or children of the individual's spouse;
- The spouse of a child of the individual or the spouse of a child of the individual's spouse;
- Parents of the individual or parents of the individual's spouse;
- Brothers and sisters of the individual or brothers and sisters of the individual's spouse;
- Anyone living or residing in the same residence or household with the individual or in the same residence or household with the individual's spouse; or
- Anyone acting or serving as an agent of the individual or as an agent of the individual's spouse.

No District employee, administrator, official, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

1. The employee, administrator, official, or agent;
2. Any family member of the District employee, administrator, official, or agent;
3. The employee, administrator, official, or agent's partner; or
4. An organization that currently employs or is about to employ one of the above.

Employees, administrators, officials, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements including, but not limited to:

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals; or
- f. Items of nominal value (e.g. calendar or coffee mug).¹

Violations of the Code of Conduct shall result in discipline, up to and including termination. The District reserves the right to pursue legal action for violations.

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.²

Legal References: A.C.A. § 6-24-101 et seq.
 Division of Elementary and Secondary Education Rules
 Governing the Ethical Guidelines And Prohibitions For
 Educational Administrators, Employees, Board Members
 And Other Parties
 Commissioner's Memo FIN 09-036
 Commissioner's Memo FIN-10-048
 Commissioner's Memo FIN 15-074
 2 C.F.R. § 200.318
 7 C.F.R. § 3016.36
 7 C.F.R. § 3019.42

Date Adopted: 7/11/2016
Last Revised: 5/23/2019

3.53 - LICENSED PERSONNEL BUS DRIVER END of ROUTE REVIEW

Each bus driver shall walk inside the bus from the front to the back to make sure that all students have gotten off the bus after each trip. If a child is discovered through the bus walk, the driver will immediately notify the central office and make arrangements for transporting the child appropriately. If children are left on the bus after the bus walk through has been completed and the driver has left the bus for that trip, the driver shall be subject to discipline up to and including termination of the employee's classified contract.

Date Adopted: 6/9/2014

Last Revised: 2/18/2014

3.54 - TEACHING DURING PLANNING PERIOD AND/OR 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 is 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: 6/8/2020

Last Revised: 5/1/23

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

The Osceola 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 teachers _____.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: 7/9/2018
Last Revised: 5/1/23

3.55 - USE OF PERSONAL PROTECTIVE EQUIPMENT

Employees whose job duties require the use or wearing of Personal Protective Equipment (PPE) shall use or wear the prescribed PPE at all times while performing job duties that expose employees to potential injury or illness. Examples of PPE include, but are not limited to:

Head and face protection:

- Hard hat
- Bump cap
- Welding helmet
- Safety goggles
- Safety glasses
- Face shield

Respiratory protection:

- Dust/mist mask
- Half-face canister respirators

Hearing protection:

- Ear plugs
- Ear muffs

Hand protection, which is based on hazard exposure(S) and type(s) of protection needed:

- Leather
- Latex
- Rubber
- Nitrile
- Kevlar
- Cotton

Body protection:

- Welding apron
- Welding jackets
- Coveralls/Tyvek suits

Foot protection:

- Metatarsal protection
- Steel toed boots/shoes
- Slip resistant shoes

Fall protection:

- Belts, harnesses, lanyards
- Skylight protection
- Safe ladders
- Scissor lifts

Employees operating a school-owned vehicle that is equipped with seat belts for the operator shall be secured by the seat belt at all times the employee is operating the vehicle. If the vehicle is equipped with seat belts for passengers, the employee operating the vehicle shall not put the vehicle into motion until all passengers are secured by a seat belt. Employees traveling in, but not operating, a school owned vehicle that is equipped with seat belts for passengers shall be secured by a seat belt at all times the vehicle is in motion.

Employees who fail to use or wear the prescribed PPE required by their job duties put themselves and co-workers at risk of sustaining personal injuries. Employees who are found to be performing job duties without using or wearing the necessary PPE required by the employee's job duties may be disciplined, up to and including termination.

A supervisor may be disciplined, up to and including termination, if the supervisor:

1. Fails to ensure the employee has the prescribed PPE before the employee assumes job duties requiring such equipment;
2. Fails to provide an employee replacement PPE when necessary in order for the employee to continue to perform the job duties that require the PPE; or
3. Instructs the employee to perform the employee's job duties without the prescribed PPE required by those job duties.

An employee shall not be disciplined for refusing to perform job duties that require the employee to use/wear PPE if:

- A. The employee has not been provided the prescribed PPE; or
- B. The PPE provided to the employee is damaged or worn to the extent that the PPE would not provide adequate protection to the employee.

An employee's immediate Supervisor is responsible for providing the employee training on the proper use, care, and maintenance of any and all PPE that the employee may be required to use.

Date Adopted: 4/20/23

Last Revised:

3.57 - LICENSED EMPLOYMENT REQUIREMENTS

Qualifications: all teachers must satisfy the requirements of state law and policies of the school board.

Teacher Information for Personnel File:

1. **Reference Checks** - Prior to employment, all applicants must be confirmed as having good moral character and shall provide the superintendent with a completed Osceola School District application form.
2. **Pre-Employment Criminal Background Checks** - The district shall require criminal background checks. A competent and respected workforce is a source of pride to the school board and its community. To those ends, it shall be a goal of the district to employ persons of good character to work with the district's children and its employees.

The administration shall develop procedures to carry out this policy. All of the district's applications shall provide notice to potential employees of the district's intention to conduct the background check. At no time shall a person be recommended to the board for employment when the criminal background process has not been properly executed.

It is not the policy of the Osceola School District to pay the fee required for the Criminal Record Check required before employing a new licensed employee. Prospective licensed employees are responsible for paying the required fee. A.C.A 6-17-411

In cases where there have been gaps in employment history, at the superintendent's discretion, the district may request the employee's permission to conduct an additional background check, through a reputable agency. The district shall bear the expense for this extra check.

3. Soon after being notified of employment and before any payment for service, an employee must furnish the superintendent's designee with the following:
 - a. A current Arkansas Teaching License or Letter of Eligibility
 - b. Completed High Qualified Form with documents
 - c. Complete Praxis Score Report
 - d. Official transcripts
 - e. Completed membership form for Arkansas Teacher Retirement System
 - f. Current address form
 - g. Withholding allowance form (W-4)

- h. Photocopy of current driver's license
- i. Photocopy of social security card
- j. Accumulated sick leave letter from former district on district letterhead (if applicable)

References: A.C.A 6-17-410
A.C.A 6-17-411

Date Adopted:4/20/23
Last Revised:

3.56—LICENSED PERSONNEL PARENTAL LEAVE

In collaboration with the Division of Elementary and Secondary Education, the District provides up to twelve (12)¹ weeks of paid leave for the following:

1. Birth of an eligible employee's biological child;
2. Placement of an adoptive child under one (1) year of age in the home of an eligible employee; or
3. Foster placement of an infant under one (1) year of age in the home of an eligible employee.

An employee shall be eligible to take paid leave under this policy if the:

- Individual was employed full-time by the District for more than one (1) year immediately preceding the request for leave;
- Leave is taken within the first twelve (12) weeks of the cause for leave; and
- Employee has not been disciplined for any leave abuse during the past year prior to the need for leave.

An employee shall only be eligible for a total of twelve (12) weeks of paid parental leave when the parental leave is due to the adoption of a child, and the adoption is following the foster placement of the same child in the employee's home.

Any day during the academic year designated as a day when academic classes will not be held, including holidays, shall not be counted when calculating:

- A. The twelve (12) weeks from the cause for leave; or
- B. The total number of days approved as parental leave.

Eligible leave under this policy shall run concurrently with leave under Policy 3.32— LICENSED PERSONNEL FAMILY MEDICAL LEAVE but shall be used before other forms of paid leave

Date Adopted: 5/12/25

Last Revised:

3.57.1—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: 5/2/23

Last Revised:

3.58—LICENSED PERSONNEL USE OF ARTIFICIAL INTELLIGENCE

Definitions

“Artificial Intelligence (AI)” means can, based on a given set of human-defined objectives, make predictions, recommendations, or decisions influencing a real or virtual environment.

“AI Tools” means Software, hardware, or cloud-based applications that use AI to aid in tasks like content creation, data analysis, and personalized learning. For purposes of this policy, AI tools do not include items such as spell check or grammar check.

"Automated decision tool" means an AI tool that has been specifically developed and marketed, or specifically modified, to make or to be a controlling factor in making consequential decisions.

This policy governs the use of AI tools in classrooms, administrative functions, and decision-making processes by licensed employees and outlines the responsible and ethical use of integrated AI tools into teaching and administrative practices.

The use of AI tools by District licensed employees shall adhere to the following:

- Only those AI tools approved by the District’s committee for the selection of AI tools may be used;
- The use of AI tools by licensed employees shall adhere to District policy; State and Federal law; State rules; and federal regulations governing data privacy; and
- The use of AI tools shall operate in a manner that allows staff, students, and parents to have the opportunity to access information on how AI tools are integrated in teaching and learning within the district.

Licensed employees may use AI tools to personalize learning, assist with lesson planning, and provide real-time feedback to students. Any use of AI tools shall be to complement, rather than replace, human instruction.

Licensed employees are responsible for helping students understand the boundaries of using AI tools in completing assignments. Any use of AI tools by students must be approved by the student’s classroom teacher prior to the student’s use. Students shall receive instruction on how content generated by AI tools should be:

- Reviewed for bias and inaccuracies; and
- Cited as a source, following District citation guidelines.

Any use of AI tools in the classroom shall be deployed in a way that considers equal access for all students, regardless of socioeconomic status, and shall not exacerbate inequalities. Licensed employees shall actively monitor AI tools for any signs of bias or inequitable treatment of students. Any AI tools that are used for student assessments shall be monitored for biases and regularly reviewed with the ultimate goal of impartiality. Automated writing evaluation and/or grading AI tools are required to provide feedback based on set learning indicators including, but not limited to: objectives, outcomes, goals, competencies, targets, success criteria, proficiency scales, rubrics, or other indicators. AI tools, including automated decision tools, shall not be the sole basis for decisions that significantly affect students, such as assignment of grades.

It is the responsibility of the District's licensed employees to monitor AI tool usage and verify the use of the AI tools is in alignment with the district's ethical guidelines and educational goals.

While AI tools, including automated decision tools, may be used to assist with administrative tasks, such as lesson planning, scheduling, data analysis, and managing student records, final decisions impacting students or employees must involve human oversight.

Employees are responsible for their use of AI tools and for safeguarding sensitive information. Employees shall report any security incidents or potential data breaches immediately to a supervisor or the IT department¹.

Licensed employees are encouraged to provide feedback on the usage of AI tools to help the District ensure the effectiveness, ethical compliance, and relevance to the District's educational goals of the AI tools the District is using.

The failure to comply with this policy or a District policy governing the release of information may result in disciplinary action, up to and including termination.

Date Adopted:5/12/25

Last Revised:

3.59—ANTISEMITISM PROHIBITED

“Antisemitism” means a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities. Antisemitism may be expressed in speech; writing; visual forms; and actions, and employs sinister stereotypes and negative character traits.

The following are examples of actions, when taken as a whole, that may constitute antisemitism:

- The targeting of the state of Israel, conceived as a Jewish collectivity;
- Charging Jews with conspiring to harm humanity;
- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion;

- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions;
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews;
- Denying the fact, scope, mechanisms (e.g. gas chambers), or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust);
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust;
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations;
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor;
- Applying double standards by requiring of Israel a behavior not expected or demanded of any other democratic nation;
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis;
- Drawing comparisons of contemporary Israeli policy to that of the Nazis; or
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitism does not include criticism of Israel similar to the criticism leveled against any other country.

Discrimination and harassment based on antisemitism is expressly prohibited.

The District shall appoint an individual to act as the District's Title VI Coordinator, who shall be responsible for investigating any complaints of discrimination or harassment based on antisemitism. The District shall:

1. Include contact information for the Title VI Coordinator in information that is provided to staff, students, and parents; and
2. Provide the following on the District website that may be accessed through a link titled "Antisemitism/Title VI":
 - a. The District's definition of antisemitism;
 - b. A statement that antisemitism is prohibited in the District's educational programs and activities;

- c. A statement that complaints of discrimination or harassment based on antisemitism may be filed with the Title VI Coordinator;
- d. Contact information for the District's Title VI Coordinator; and
- e. Information on how to file a complaint of antisemitism with the Title VI Coordinator at the Arkansas Department of Education.

A student or a student's parent may contact the District Title VI Coordinator directly with any complaints of discrimination or harassment based on antisemitism. District employees are responsible for timely notifying the District Title VI Coordinator of any complaints they receive or incidents they witness of discrimination or harassment based on antisemitism.

Complaints of discrimination or harassment based on antisemitism shall be investigated and handled in accordance with Policy 6.7—COMPLAINTS.

An employee who is found to have violated the provisions of this policy may be subject to discipline, up to and including termination.

The District Title VI Coordinator shall report an incident or complaint of discrimination or harassment under this policy to the Arkansas Department of Education Title VI Coordinator.

In addition to the filing of a complaint under this policy, complaints of discrimination or harassment based on antisemitism may be submitted directly to the Title VI Coordinator at the Arkansas Department of Education.

Nothing in this policy shall be construed to diminish or infringe upon any right protected under the First Amendment to the United States Constitution or Arkansas Constitution, Article 2, §§ 4, 6, and 24.

Date Adopted:5/12/25

Last Revised:

3.59.9 - FACULTY WORK DAY

The normal work day begins at 7:00 am and teachers are expected to be in their classroom or at their door at this time. The work day ends at 4:30 pm unless the teacher is assigned duty beyond that time.

The normal work day for administrators begins at 7:00 am. The work days for administrators end at 4:45 pm or after all students have left for the day. For the purpose of this policy, “students” do not mean those students who are in after school programs.

Teachers and administrators will sign in and sign out each day. Administrators and teachers who work on various campuses must sign in and sign out on the campus daily. Principals are also to be in attendance for any school related activity after regular hours such as ball games for those buildings/schools with teams, all parent meetings, and faculty meetings.

Date Adopted: 4/20/23

Last Revised: 6/10/24

3.60 - TEACHER SPECIFIC RESPONSIBILITIES

Teachers elected by The Board on the recommendation of the Superintendent shall be under the general direction of the Superintendent or his designee. The teacher shall have responsibilities to the Principal for executing the policies of The Board as they pertain to the function of the school, to the classroom and to the immediate contact with the pupils and parents.

The specific responsibilities shall be:

1. To assess, teach and evaluate the planned learning experience of the pupils in both curricular and extracurricular activities.
2. To teach to accomplish mastery of content objectives.
3. To provide guidance to the pupils which will promote their welfare and their proper educational development.
4. To seek professional assistance from school principals and supervisory personnel.
5. To be responsible for all required records and to keep these records in a neat, legible and accurate manner.
6. To maintain proper relationships with parents, students, teachers and administrators.
7. To establish and maintain an atmosphere conducive to learning.
8. To provide for the care and protection of school property.
9. To participate in the business and activities of the faculty.
10. To cooperate with and to participate in the planning and evaluation of the school program.
11. To take part in the in-service educational program of the school.
12. To teach basic and developmental skills for mastery.
13. To teach for transfer.
14. To maintain well disciplined classrooms.
15. To provide a flexible curriculum to meet the needs of all levels and capabilities of the students
16. To follow all school and district policies, rules and regulations.
17. To teach self-discipline.
18. To demonstrate a positive, caring attitude for all students.
19. To cooperate with other faculty members and administrators to ensure a smooth school operation conducive to maximum student learning.

20. To use service/planning/conference periods for planning and evaluating student performance.
21. To perform other duties as assigned by the administration, not to exceed the amount approved by the Arkansas Department of Education.

Date Adopted:4/20/23

Last Revised:

3.61 - TEACHER PLACEMENT

Teachers will be assigned to positions for which they are best qualified. An effort will be made to honor teacher preference in assignments. Teachers may be assigned, reassigned, or transferred by the superintendent as needed based on staffing needs and student enrollment.

Date Adopted:4/20/23

Last Revised:

3.62 - ATTENDANCE

Licensed staff is expected to observe the following rules regarding attendance at their respective schools:

1. Teachers and building administrators are expected to attend all meetings called by the Superintendent or his authorized representative.
2. No teacher shall be required to meet on any activity other than in-service meetings (faculty meetings, etc.) Or on assigned school business unless so directed by the Superintendent or his designated assistants.
3. Teachers are expected to report to school and for duty assignments as directed by the Principal or Supervisor of their building. This includes duty assignments before, during, and after school.
4. Teachers and building administrators shall not leave the building or grounds of their school during school hours without obtaining permission for such absences from the principal or building supervisor, except during duty free lunch period.

Date Adopted:4/20/23

Last Revised:

3.63 - SUSPENSION

The Board may suspend any person in its employment when the Superintendent has reason to believe that cause exists for such suspension when the interests of the School District so dictate.

The Superintendent has authority to temporarily suspend school personnel when, in his opinion, the circumstances necessitate immediate action. The salary of a suspended teacher shall cease as of the date The Board sustains the suspension. If sufficient grounds for termination or suspension are not found, the teacher shall be reinstated without loss of compensation.

Charges shall be stated in writing and the employee so charged shall be given an opportunity to be fully and impartially heard by The Board upon request made in writing within 30 days of notice of termination or suspension.

Notice of the charges against him and the opportunity for a hearing shall be served upon the employee by registered mail by the Superintendent. The hearing shall be held not less than 5 days nor more than 10 days after receipt of written request by The Board, unless mutually agreed upon by The Board and employee for some other date.

Personnel, who are subsequently dismissed as a result of a hearing for cancellation of an employment contract after having been suspended, shall not receive compensation for the period of such suspension.

Ark. Code Ann. 6-17-1508

Date Adopted:4/20/23

Last Revised:

3.64 - SOLICITATIONS

Solicitations by Staff Members

No employee of the School District shall solicit funds in the school for any cause other than for school related purposes. It is the policy of The Board that there is a minimum amount of solicitation of funds in the school for all purposes.

Any program for solicitations of funds may be participated in, at the option of the principal and faculty, if so desired. The School District does not engage in solicitation of funds on a district-wide basis.

Solicitations of Staff Members (Salesmen) No one will be allowed to pursue private or personal business with individual teachers by scheduling appointments at the teacher's conference or preparatory period. No one shall be scheduled to talk at faculty meetings or to individual teachers concerning private business during regular faculty meetings or at service periods.

Any teacher may remain after a faculty meeting or schedule an appointment at home to talk with salesmen on any matter not related to the school. This policy does not eliminate salesmen meeting with teachers or faculty concerning school and teaching supplies and other business related to the school's operations.

Date Adopted:4/20/23

Last Revised:

3.65 - PERSONNEL POLICIES COMMITTEE

The District's personnel policies shall be reviewed by the Personnel Policy Committee (PPC) as outlined in this policy. The purpose of any review shall be to update existing personnel policies in order to bring them in compliance with changes in state and federal law; changes in State Department of Education procedures, regulations and policies; and amendments caused by changes within the school district or desired changes in the District's policies, procedures, benefits or any item of mutual concern.

"Personnel policies" means all school district policies, guidelines, regulations, and procedures that pertain to the terms and conditions of teacher's employment.

The personnel policies shall include, but are not limited to, the following terms and conditions of employment: benefits; compensation; designation of work days; holidays and non-instructional days; the annual calendar; methods of evaluations; extra duties; leave; grievances; dismissal or non-renewal; reduction in force; and assignment of teacher aides.

The PPC shall consist of no more than three (3) administrators, one of which may be the superintendent and no fewer than four (4) classroom teachers. Each building with licensed staff shall be allowed one (1) person on the committee. For those buildings with 50 or more licensed staff, they will be allowed an additional member. No building will be allowed more than two (2) members.

The classroom members shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers. The Superintendent will appoint the administrative members.

The PPC shall organize itself by the first quarter of each school year. The committee will meet outside the school day and will receive no monetary compensation. A schedule of meeting dates will be developed. A chairperson will be elected by the committee and will be responsible for presenting policies to the Board at regularly scheduled board meetings. A secretary will also be elected by the committee and will be responsible for taking minutes and posting them at each building and turning the minutes

into the administration office to be posted on the website. The Board will receive copies of the minutes from each meeting.

Either the PPC or the Board may propose new personnel policies or amendments. The Superintendent may recommend new personnel policies or amendments to the Board or to the PPC.

The Board may adopt, reject, or refer 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.

In the event a member of the licensed personnel policy committee is unable to serve as their building representative, another election will be held to find a replacement provided there is more than three (3) months left in the school year. If there is less than three (3) months left in the school year, then the person who received the second highest votes in the regular election shall be the building representative. In the event there was only one person nominated for that particular building, then the personnel policy committee will appoint a person from that building who has been recommended by a majority of that particular building.

Legal Reference: ACA 6-17-201 through 206

Date Adopted:4/20/23

Last Revised

3.66 - Vehicle Use Policy

School vehicles are provided for Osceola School District employees when traveling to and attending school district approved activities, training seminars or other approved activities. This policy does not cover the use of school buses.

The school vehicles are maintained by and procured from the Osceola School District Transportation Department. The following policy guidelines have been placed into effect to promote a consistent and impartial system for the use of the vehicles as well as reduce the potential for liability in the event of an accident.

Authorized Use of Vehicles

Only Osceola School District employees or officially approved Board Members may operate the vehicle.

School-owned vehicles are to be used for official school travel by employees, board members, and authorized volunteers.

The vehicles shall not be used for commuting to and from an employee's workplace and residence unless otherwise requested by the respective department administrator and approved by the Business Manager.

School employees using school-owned vehicles are not permitted to transport family, friends, non-school business commuters or animals except for "service animals", unless approved by the Superintendent on a case by case basis.

The employee/volunteer must possess a valid Arkansas driver's license and be at least 18 years of age. No student or other non-school employee or unapproved volunteer may operate the vehicle. In the event that an approved school district employee or volunteer may operate the vehicle. In the event that an approved school district employee or volunteer becomes unable to safely operate the vehicle due to illness or other unforeseen reason while driving on the road, a passenger may assume the driving responsibility and move the vehicle to a safe location off the road. Once safely off the roadway immediately call 911 for assistance. Once assistance has been rendered, the passenger should then contact the Transportation Director for further driving instructions.

Unauthorized Use of Vehicles

Vehicles are not to be used for personal use at any time. Should you need to procure a vehicle prior to your scheduled departure time, the vehicle must remain parked at your residence in a safe location and remain there until such time the vehicle is needed for travel. When at an approved school activity you must always exercise reasonable judgment regarding the use of the fleet vehicle.

Misuse of the vehicle may result in the suspension of your privileges to use a vehicle and or other disciplinary action by the school district.

Seat Belt Use Required

It is school district policy that seat belts be used at all times, not only by the driver but by all passengers as well. Drivers of a school vehicle are prohibited from overloading and/or overcrowding a vehicle that may result in unsafe operation. It is imperative that you not carry more passengers than the number of occupant safety restraint systems (seatbelts) in the vehicle. Drivers are responsible for wearing and enforcing the use of seatbelts by all occupants or passengers.

Cell Phone/Personal Computing Device Usage

The safest way to use any cell phone or personal computing device while driving is to pull over to a safe location and park the vehicle and then talk or use your computing device. Texting or typing, with any device, while driving a school vehicle is strictly prohibited.

Moving Traffic Violations

Any school employee operating a vehicle is expected to obey all traffic laws and regulations. Any school employee receiving a citation while operating a fleet vehicle is responsible for paying the cost of the citation and any other expenses incurred as a result of the citation and the following consequences:

1st Violation - Written Reprimand

2nd Violation - Termination

Violations such as parking tickets are also the responsibility of the school employee in charge of the vehicle when such ticket is issued.

Accidents

In the event of an accident the driver of a school vehicle shall immediately call 911. The driver shall give an assessment of any injuries and the seriousness of the accident.

The driver of the school vehicle should then notify the Transportation Department and/or the Business Office. The Superintendent will be notified immediately by the Transportation Department or the Business Office.

Administrators, or their designee(s), at the scene of the accident will account for all passengers who were riding in the school vehicle.

The Superintendent's Office/Business Office or Principal's Office will notify parents of students' involvement in the accident. If students are transported to the hospital, parents should be notified to report there. The duty may be organized on a shared basis so as to expedite the notification process.

If passengers are transported to the hospital, counselors may be notified to report there.

For accidents involving injuries to anyone, the school district will order a drug and alcohol test of the driver as soon as possible. If you are found to be under the influence of drugs or alcohol at the time of the accident, regardless of whether you are found at fault or not, your employment with the Osceola School District may be recommended for termination to the School Board.

Minor accidents not needing emergency response should be reported immediately to the Transportation Director and handled on a case-by-case basis.

Osceola School District vehicles have a current registration and insurance card located in the glove compartment of each vehicle. This information along with your driver's license will need to be presented to any law enforcement officer at the scene of an accident.

When an accident involves another vehicle, try to obtain the following information:

1. Driver's name (and owner's name if different)
2. Address
3. Telephone number
4. Name of insurance company or policy number
5. VIN, vehicle year, make and model
6. Vehicle license plate number

If possible, try to obtain the names, addresses and telephone numbers of any witnesses, including the name and badge number, department name and address of any investigating law enforcement agency.

Identify yourself and show your insurance identification card. Do not discuss any aspect of the school's insurance policy and do not assume blame for the accident. At no time are you permitted to agree to any settlement.

Cooperate with the investigating law enforcement officers. Answer their questions factually and avoid commentary beyond that. Do not insist that a citation be issued to the other operator. The officer may be trying to decide responsibility for the accident and an overly aggressive attitude on your part may result in a decision against you. In a given situation, the officer may ask if you want a citation issued to the other operator. If so, answer in the affirmative and explain that this is the school district's preference.

If an insurance adjuster or any other representative from the other driver's insurance company contacts you for a statement (either written or recorded), refer that person to the Business Manager.

Alcohol and Illegal Drugs Prohibited

No school employee may use or be under the influence of any alcohol, illegal drugs or abuse of prescription drugs while operating a vehicle. In addition to this, no employee may operate a vehicle for at least four hours after having consumed an alcoholic beverage.

Smoking

No school employee, board member, or volunteer may smoke in a school vehicle. Smoking in a school vehicle will have the following consequences:
1st violation - Written Reprimand
2nd violation - Termination

Other Prohibited Items

School district employees are prohibited from carrying or transporting any hazardous material that may pose a risk to the health and safety of the driver or passengers. These materials may include but are not limited to poisonous gas, tear gas, liquid poison, explosives, radioactive materials and firearms. If you are uncertain if a material can be safely transported in a fleet vehicle contact the Transportation Director for further instructions.

Failure to Report

For failing to immediately call and report any accident to the Transportation Director, Business Manager or Superintendent, your employment with the Osceola School District may be recommended for termination to the School Board.

Date Adopted: 5/8/23

Date Revised:

3.67 - Progressive Discipline Policy

Osceola School District's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of Osceola School District's progressive discipline policy and procedures. Osceola School District reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Osceola School District and its employees.

Process

Step 1: Counseling and verbal warning

Creates an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve his or her performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

Step 2: Written warning

Written warning involves more-formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and the superintendent or assistant superintendent or human resources director will meet with the

employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension and final written warning

Some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from the Superintendent.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage and hour employment laws. Non Exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Recommendation for termination of employment/non-renewal of contract

The last and most serious step in the progressive discipline process is a recommendation to terminate employment or non-renewal of contract.

Generally, Osceola School District will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, Osceola School District reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense.

Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Superintendent. Final approval may be required from the School Board.

Date Adopted:6/12/23

Date Revised: