

Benton Public Schools

Licensed Personnel Policies



2013-2014 School Year

3.01 – Licensed Personnel Salary Schedule, Benefits and Qualifier

- A. Salary for the individual licensed employee is determined on the basis of training and experience. Evaluation of experience is a responsibility reserved by the Superintendent's office.

The district will recognize graduate level education hours transcribed from an accredited institution (NCATE).

In addition, the district will honor graduate hours, which were earned before a master's degree and which were not used as a part of a master's program, to count for a master's plus (+). Should there be questionable hours, the employee will be responsible for having his/her university to provide an explanation of these hours.

Also, the district will recognize the documented achievement of National Board Certification (NBPTS) from the American Council on Education (ACE) by awarding a one-time bonus of \$2000 the first year of certification and \$1000 annually remaining throughout certification.

- B. Experience gained as an "assigned substitute" teacher in the Benton District will be counted when the teacher becomes eligible for contract based on the regular salary scale. (Yearly increments only). Day-by-day substitute teaching within and outside the Benton District shall not count in evaluating experience for salary.
- C. It shall be the responsibility of the licensed employee to establish proof of teaching experience outside the Benton School District.
- D. Payday shall be the 20th day in each calendar month. If the 20th day falls on Saturday or Sunday, payday shall be the Friday before the 20th.
- D. Professional dues, group insurance, credit union and other deductions where a majority of the licensed personnel concur, may be deducted monthly.
- E. The Benton School District will pay no less than \$229.76 per month towards the cost of individual medical insurance premium for each participating licensed employee.
- F. The Benton School District will pay the individual dental insurance premium for all eligible licensed employee. The dental insurance carrier must have a contract voted on by the employees of the District at regular intervals.
- G. The district will pay the five year standard licensure renewal fee for all licensed employees.
- H. 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.
- I. 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 Assistant Superintendent of Personnel by October 1st to be reflected in the current year's contract. All salary changes will be on a "go forward" basis, and no back pay will be awarded.

Arkansas Professional Pathway to Educator Licensure (APPEL) Program

Each employee newly hired by the district to teach under the Arkansas Professional Pathway to Educator Licensure (APPEL) Program shall initially be placed on the salary schedule in the category of a bachelor's degree with no experience, unless the APPEL 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 APPEL 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.

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)
A.C.A. § 6-20-319 (4)
ADE Rules Governing School District Requirements for Personnel Policies,
Salary Schedules, Minimum Salaries, and Documents Posted to District
Websites

Date Adopted: 12/12/2005

Last Revised: 11/11/2013

3.02 – LICENSED PERSONNEL EVALUATIONS

I. EVALUATION PHILOSOPHY

The evaluation of professional, licensed personnel is a continuous process designed to improve the quality of performance, thereby affecting a more desirable educational program for students in the Benton School District. The process of evaluation is one in which the person being evaluated and the evaluator feel a joint responsibility to work systematically and constructively together to achieve improved performance which results in approved student productivity.

II. POLICY AND PROCEDURES

- A. The Assistant Superintendent of Personnel/Student Services and the Assistant Superintendent of Curriculum/Instruction, will be evaluated by the Superintendent. Other central office administration will be evaluated by the superintendent or his designee.
- B. The Building Principals will be evaluated by the Assistant Superintendent of Personnel & Student Services and the Assistant Superintendent of Curriculum and Instruction.
- C. The Assistant Principals will be evaluated by the Building Principals.
- D. Licensed personnel other than administrators, including teachers, counselors, librarians, etc., will be evaluated by the building principals and assistant principals. Evaluation conferences will be held during the school year with each teacher in accordance with the TESS. Final reports must be made by May 1 of each school year. Final reports on teachers recommended for non-renewal of contract must be made by May 1 of the school year.
- E. The School District will maintain a personnel file for each licensed school employee in the office of the Assistant Superintendent of Personnel/Student Services. A copy of an employee's evaluation report will be a part of the personnel file. The personnel file will be available for only certain supervisory personnel, but each licensed employee will be permitted to see and copy all of or any part of his/her personnel file during normal office hours at the employee's expense. The teacher may submit for inclusion in the file written information in response to any matter contained in the file.

For the purposes of this policy:

"Probationary principal" is a principal who has not completed three consecutive years of experience as a principal in an Arkansas school district. Any principal hired by the District who has completed his/her probationary period at another Arkansas district shall be considered probationary for the principal's first year of employment with the District. "Probationary principal" as used in this policy does not have the same meaning and legal significance as the words "probationary teacher" as it is used in the Teacher Fair Dismissal Act, A.C.A. 6-17-1501 et. seq. and therefore should only be applied in an evaluation context.

"Probationary teacher" has the same definition as A.C.A. § 6-17-1502, and as interpreted by case

law. Due to the case law interpretations, “probationary” as used in this policy may or may not have the same meaning and legal significance as the word “probationary” as it is used in the Teacher Fair Dismissal Act statutes, A.C.A. 6-17-1501 et. seq.

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

Teachers and principals will be evaluated for continued employment purposes under the provisions and timelines of the Teacher Evaluation Support System (TESS) and Leader Excellence and Development System (LEADS) respectively.

Teachers will be evaluated under the schedule and procedures required by TESS. Each school-year, the district will conduct a summative evaluation on all probationary teachers as well as any teacher currently on an "intensive support" improvement plan or who has successfully completed intensive support or participated in an improvement plan during the current or previous school-year. All teachers not covered in the previous sentence will have a summative evaluation at least once every three years. For the 2013-14 school-year, the non-probationary teachers to be summatively evaluated will be selected by drawing names.

All teachers who do not have a summative evaluation shall develop a professional growth plan approved by the teacher's evaluator and their job performance will be measured based on that professional growth plan.

Principals will be evaluated using the evaluation rubric and other documentation of LEADS. Probationary principals, those principals who have been placed on an Intensive Growth Plan or participated in an improvement plan, and those principals who have not had a summative evaluation for two years will have a summative evaluation. In the years in which a principal does not have a summative evaluation, the principal shall complete a Professional Growth Plan and other documents as required under LEADS and their job performance will be measured based on that professional growth plan. For the 2013-14 school-year, the non-probationary principals to be summatively evaluated will be selected by drawing names.

Cross Reference: Policy 3.36

Legal References: A.C.A. § 6-17-1501 et seq.
A.C.A. § 6-17-2801 et seq.
Arkansas Department of Education Rules Governing the Teacher Excellence and Support System

Date Adopted: 05/14/07
Last Revised: 11/11/13

3.03 – 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: 06/09/03

Last Revised: 06/09/03

3.04 – LICENSED PERSONNEL REDUCTION IN FORCE

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

In effecting a reduction in force, the primary goals of the school district shall be realizing the best interests of the students; maintaining compliance with the Standards of Accreditation for Arkansas Public Schools and/or the AdvancED; and meeting the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area.

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area on the basis of each employee's points as determined by the procedures set forth in this policy. In making a determination of specific employee(s) to be affected by the RIF, the superintendent shall accomplish any necessary reduction by progressing, in order, through the following four (4) steps and shall conclude when the necessary number of employees have been non-renewed or terminated. If it becomes necessary to progress to step four (4) of this policy, the employee(s) with the fewest number of points shall be affected.

Any reduction shall be made as follows:

STEP 1: Through natural attrition;

STEP 2: Employees with only a temporary or provisional certificate in the affected licensure area or grade level;

STEP 3: Part time employees in the affected licensure area or grade level;

*Any elementary Reduction in Force will be conducted based on licensure/certification area.

*Any secondary employee facing reduction may advance to step 4 in any subject area(s), field(s), and/or program(s) area in which they are fully licensed and have previously taught at least one full year in the Benton School District.

STEP 4: As determined by the employee's points as follows:

- a) Years of service in the Benton School District – 1 point per year.
All licensed position years in the district count including non-continuous years. Service in any position not requiring teacher licensure does not count toward years of service. Years of experience begin to accrue on the starting date of the employee's initial contract. Working fewer than 120 days in a school year shall not constitute a year.
- b) Years of service outside the district - .5 point per year.
Years of service outside the district shall be determined in the same manner as service inside the district. This includes all public and private schools accredited by the Arkansas Department of Education and/or the Department of Education from any other state.
- c) Additional academic content areas of endorsement as identified by ADE - 1 point for each additional endorsement.
- d) Additional areas and/or grade levels of licensure as identified by ADE - 1 point for each additional licensure area.
- e) Certification for teaching a state board identified shortage area – 1 point
- f) Education Level :
- Bachelors Degree Plus 24 graduate hours 1 point, or
 - Masters Degree – 2 points, or
 - Masters Degree Plus 24 graduate hours 3 points, or
 - Doctorate – 4 points.
- g) National Board Certification – 2 points.

All points awarded must be verified by documents on file in the District on October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest in the licensure areas in which the RIF will occur. Teachers in the licensure area where the RIF will occur will receive their assignment of points to assist in verifying points for accuracy. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board minutes of the date of hire.

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to the procedures listed above. A year of

teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district.

Pursuant to any reduction in force and as 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 and further adjustments made if length of contract or job assignments change.

If a teacher is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years from the expiration date of the current contract. The non-renewed teacher for a period of two (2) years in reverse order of the non-renewal or termination to any position for which he or she is qualified, based on their point total as determined in step 4. (Higher point total recalled first.) Notice of vacancies shall be by certified mail, at the teacher's last known address, and the non-renewed or terminated teachers shall have fifteen (15) working days from the date that the notification is sent in which to accept the offer of a position. A lack of response or a teacher's refusal of a position shall end the district's obligation to utilize the non-renewed or terminated teacher for open positions.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 06/09/03

Last Revised: 04/08/13

3.05 – LICENSED PERSONNEL CONTRACT – RETURN

All licensed personnel shall receive contracts as soon after being reemployed as possible.

All offers to renew annual contracts shall expire if not accepted in writing and returned to the school administrative office within thirty (30) days of the issuance.

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

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.06- LICENSED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development means a set of coordinated, planned learning activities for teachers and administrators that:

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

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

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

Each licensed employee shall receive a minimum of sixty (60) hours of professional development annually to be fulfilled between June 1 and May 31. Licensed employees are required to obtain their sixty (60) hours of approved professional development each year over a five-year period as part of licensure renewal requirements. Professional development hours earned in excess of sixty (60) in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required professional development hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1702 have until the end of the following school year to make up the deficient hours. Missed hours of professional development shall be made up with professional development that is substantially similar to that which was missed. This extension does not absolve the employee from also obtaining the following year's required 60 hours of professional development. Failure to obtain required professional development or to make up missed professional development could lead to disciplinary consequences, up to termination or nonrenewal of the contract of employment.

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

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

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

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

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

To the extent required by ADE Rules, employees will receive up to six (6) hours of educational technology professional development which is to be integrated within other professional development offerings.

Beginning in the 2015-16 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of professional development in teen suicide awareness and prevention which may be obtained by self-review of suitable suicide prevention materials approved by ADE.

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

At least once every three (3) years, persons employed as athletics coaches shall receive training related to concussions, dehydration, or other health emergencies as well as students' health and safety issues related to environmental issues and communicable diseases.

Beginning in the 2013-14 school-year and every fourth year thereafter, all mandated reporters and licensed personnel shall receive the training related to child maltreatment required under A.C.A. § 6-61-133(d)(e)(2). For the purposes of this training, "mandated reporters" includes school social workers, psychologists, and nurses.

Beginning in school-year 2014-15 and every fourth year thereafter, teachers shall receive two (2) hours of professional development designed to enhance their understanding of effective parental involvement strategies.

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

All licensed personnel shall receive training related to compliance with the District's antibullying policies.

Beginning in the 2016-17 school-year and every fourth year thereafter, teachers who provide instruction in Arkansas history shall receive at least two (2) hours of professional development in Arkansas history as part of the teacher's sixty (60) hours annual requirement.

For each administrator, the sixty (60) hour professional development requirement shall include training in data disaggregation, instructional leadership, and fiscal management.

Superintendents and other District designees shall receive the Initial, Tier 1, and Tier 2 training required by ADE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Teachers' professional development shall meet the requirements prescribed under the Teacher Evaluation Support System (TESS).

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

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

Teachers are eligible to receive fifteen (15) professional development hours for a college course that meets the criteria identified in law and the applicable ADE rules. The Board shall determine if the hours earned apply toward the required sixty (60). A maximum of thirty (30) hours may be applied toward the sixty (60) hours of professional development required annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive sixty (60) hours of professional development in any given year, unless due to illness as permitted by law, ADE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, National Board for Professional Teaching Standards Certification, distance learning, internships, District/school programs, and approved college/university course work.

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

Cross-Reference: Policy 5.4—STAFF DEVELOPMENT PROGRAM

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04
ADE Rules Governing Professional Development
ADE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements
A. C.A. § 6-10-122, 123
A.C.A. § 6-15-404(f)(2)
A.C.A. § 6-15-1004(c)
A.C.A. § 6-15-1703
A.C.A. § 6-16-1203
A.C.A. § 6-17-703
A.C.A. § 6-17-704
A.C.A. § 6-17-709
A.C.A. § 6-17-2806
A.C.A. § 6-17-2808
A.C.A. § 6-17-708
A.C.A. § 6-20-2204
A.C.A. § 6-20-2303(15)
A.C.A. § 6-61-133

Date Adopted: 06/12/06

Last Revised: 11/11/13

3.07—LICENSED PERSONNEL DRUG TESTING

Scope of Policy

Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. 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. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

Methods of Testing

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

Definition

Safety sensitive function includes:

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

Requirements

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

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

Prohibitions

- A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;

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

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

Testing for Cause

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

Refusal to Submit

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

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

Consequences for Violations

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

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

If the results for an alcohol test administered to a driver are equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Cross Reference: Classified Personnel Drug Testing 8.04

Legal Reference: A.C.A. § 6-19-108
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382-101 – 605
 49 C.F.R. § part 40
 Arkansas Division of Academic Facilities and Transportation Rules Governing
 Maintenance and Operations of Arkansas Public School Buses and Physical
 Examinations of School Bus Drivers

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Last Revised: 06/18/07

3.08 – LICENSED PERSONNEL SICK LEAVE

“Sick Leave” means absence with full pay from one’s duties in a public school for the reason of personal illness, illness in one’s family, or death in one’s family, except for an absence due to personal injury resulting from either an assault or other violent criminal act committed against the teacher in the course of his or her employment. “Family” means an employee’s family related by blood, adoption, or marriage.

SICK LEAVE

Licensed Personnel shall be granted a total of one (1) day of sick leave for each month of contract employment:

- A. In the event that a licensed employee does not use all the days allotted for sick leave in any school year, such unused sick leave shall become cumulative to a total of 120 days. A licensed employee may transfer into the Benton School System sick leave from another public school up to a total of 90 days. No sick leave will accrue after 120 days have been accumulated.
- B. If a licensed employee claims sick leave but does not have sick leave days available, any available personal leave or vacation leave will be charged.
- C. A licensed employee who is under contract with Benton School District and cannot carry out regular duties after using all sick leave, may be absent 5 days of school and draw full salary minus salary of substitute who works in teacher's absence. The payment of the substitute will be made by the District and deducted from teacher's salary. In the event no substitute is hired, the teacher’s rate of pay will be reduced by the minimum daily rate of a substitute teacher. In cases of extreme emergencies, see policy 3.09 – Licensed Personnel Sick Leave Bank.
- D. Any licensed employee whose personal illness extends beyond accumulated sick leave may be granted, if requested in writing, an additional unpaid leave of absence for the remainder of his/her current contract year. Upon return from such leave, a licensed employee will be assigned to the same position or similar position if their former position no longer exists in the district
- E. Licensed personnel who are on unpaid leave of absence shall retain all their benefits including unused cumulative sick leave benefits. However, 100% of the cost of all benefits must be paid by the licensed employee who takes an unpaid leave of absence.

The Benton School District will adhere to the current Family Medical Leave Act (FMLA) of 1993.

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

II. PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT

- A. The Licensed Employee must sign up to start drawing retirement or be eligible to begin retirement from the State of Arkansas. The Licensed employee who has worked at least ten full years in Benton Public Schools will receive payment for all unused sick leave upon retirement.

The Licensed Employee who works five hours or more each day will be paid base substitute teacher rate for each unused day of sick leave. The Licensed Employee who works less than five (5) hours per day will be paid one-half base substitute teacher rate for each unused day of sick leave.

- B. The Licensed Employee who has worked less than ten full years in the district will receive payment for a percentage of their unused sick leave days. For example: At least 10 full years = 100%, 9 full years = 90%, and so on. See prorated table below:

10 full years worked in B.P.S. = 100% of days paid
9 full years worked in B.P.S. = 90% of days paid
8 full years worked in B.P.S. = 80% of days paid
7 full years worked in B.P.S. = 70% of days paid
6 full years worked in B.P.S. = 60% of days paid
5 full years worked in B.P.S. = 50% of days paid
4 full years worked in B.P.S. = 40% of days paid
3 full years worked in B.P.S. = 30% of days paid
2 full years worked in B.P.S. = 20% of days paid
1 full year worked in B.P.S. = 10% of days paid

All fractions of days as a result of this percentage process will be rounded up to the nearest half (.5) or whole number.

Upon the death of a Licensed Employee during a contract year, the employee's estate shall be paid for any unused accrued sick leave based on procedures above.

III. ACCUMULATION PAY OF UNUSED SICK LEAVE DAYS -

Date Adopted 7/10/95

After accumulating 90 days unused sick leave, a licensed employee may choose whether to continue accumulating sick leave to a maximum of 120 days or to be paid base substitute teacher rate per day for each day accumulated that year. If the employee chooses to accumulate 120 days, the district will pay base substitute teacher rate per day for any unused sick leave beyond that point. Licensed Employees will be offered this choice before the end of each school year.

Cross Reference Policy 3.32 – Licensed Personnel Family Medical Leave

Legal References: A.C.A. § 6-17-1201 et seq.
A.C.A. § 6-17-1307 et seq.
29 USC §§ 2601 et seq.
29 CFR 825.100 et seq.

Date Adopted: 04/12/02

Last Revised: 04/08/13

3.09 – LICENSED PERSONNEL SICK LEAVE BANK

DESCRIPTION OF SICK LEAVE BANK:

In case of extreme emergencies, including but not limited to, open heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or life-threatening illnesses, or disabilities, any licensed employee can donate to a sick leave bank to be used when a sick or disabled employee's absences exceed his/her own accumulated sick leave balance. When he/she is the primary caregiver of spouse or child they may use this designated sick leave. Such donated sick leave shall not exceed the length of the sick employee's current contract with the Benton School District.

A. Eligibility

1. The employee wanting to donate to the bank must have accumulated at least days equal to one year's sick leave.
2. Donation will be optional. All licensed employees will be eligible for participation whether they donate or not.

B. Maintenance

1. Donations will be collected only when a life-threatening illness or disability occurs and the need arises.
2. Any licensed employee will be able to donate no less than one day and no more than 30 days, with the exception of retiring teachers who may donate any or all of their remaining sick days.
3. Days donated cannot be returned to employees and will be carried over in the sick leave bank.
4. The sick leave bank will be replenished when the committee determines the need.

C. Administration

1. A committee will be formed consisting of a member from each school in the district. Each member will be chosen for a two year term by a vote of the faculty at each building. If a vacancy occurs on the committee, the faculty of the school affected will elect a replacement. In addition, the superintendent or his designee, business manager and a school nurse will serve on the committee as ex officio members. The school nurse will rotate every two years between the elementary and secondary school configuration providing there is a willing participant.
2. All applications will be sent to the superintendent who will convene the sick bank committee within 10 working days. The sick leave bank committee will determine the need for activating the sick leave bank. The application must be accompanied by a physician's statement.
3. An accounting of the days given and the days remaining in the sick bank at the end of the school year will be given to each teacher.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: 06/12/2006

Last Revised: 04/08/2013

3.10—LICENSED PERSONNEL PLANNING TIME

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

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

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

Date Adopted: 12/12/05

Last Revised: 12/12/05

3.11—LICENSED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

Personal Leave

Licensed employees will be granted three (3) days of personal leave each contract year. Unused personal leave will accumulate to a maximum of five (5) days. Unused personal leave days that exceed the maximum accumulation of five (5) will be added to the employee's accumulated sick leave balance.

Licensed employees must notify the principal/immediate supervisor prior to leave in writing.

If licensed employee chooses to take more than (3) consecutive days of personal leave, employee must receive approval from the building principal/immediate supervisor and the superintendent or his designee PRIOR to the leave.

After having used all available days of personal leave during a contract year, licensed employees will receive no pay for any additional days of personal leave. Teachers may use personal leave to attend the funeral of someone other than family.

The Benton School Board expects employees to use personal leave rather than sick leave for personal business. Approval for unavoidable, extenuating circumstances will be determined collaboratively between the principal and central office.

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions and do not qualify for other types of leave (for sick leave see Policy 3.9, 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.

Professional Leave

A year's leave of absence for professional growth may be granted after three years in the Benton School System. The licensed personnel may return to the same position. Intention to return to position the following year must be declared in writing by March first of the current year.

Professional employment with another school district while on leave from Benton School District will automatically negate the responsibility of Benton School District for continued employment. Professional growth leave of absence plan must be presented for approval to Building Principal and Superintendent of Schools by March 1 of the current school year.

Cross Reference: 3.08 Licensed Personnel Sick Leave
8.07 Non-licensed Personnel Personal Leave

Legal Reference: A.C.A. § 6-17-211

Date Adopted: 4/15/02
Last Revised: 04/08/13

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

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

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

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

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

Legal Reference: A.C.A. § 12-12-913 (g) (2)
 Arkansas Department of Education Guidelines for "Megan's Law"
 A.C.A. § 5-14-131

Date Adopted: 06/18/07

Last Revised: 06/18/07

3.13—LICENSED PERSONNEL PUBLIC OFFICE

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

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

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

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

Legal Reference: A.C.A. § 6-17-115

Date Adopted: 6/14/04

Last Revised: 6/14/04

3.14 – LICENSED PERSONNEL JURY DUTY

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

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

Legal Reference: A.C.A. § 16-31-106

Cross Reference: 8.10 Classified Personnel Jury Duty

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.15—LICENSED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1209

Date Adopted: 06/14/04

Last Revised: 06/14/04

3.16 – LICENSED PERSONNEL REIMBURSEMENT FOR PURCHASE OF SUPPLIES

Prekindergarten through sixth grade teachers shall be allotted the amount required by law per student enrolled in the teacher's class to be used for the purchase of classroom supplies and class activities. The amount shall be credited to an account from which the teacher shall be reimbursed for his/her covered purchases.

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 building principal a purchase order for supplies, which will then be purchased on their behalf by the school and subtracted from their total supply and material allocation. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts to the building principal. Supplies and materials purchased with school funds, or for which the teacher is reimbursed with school funds, are school property, and should remain on school property.

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

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

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.17 – INSULT OR ABUSE OF LICENSED PERSONNEL

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

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

Legal References: A.C.A. § 6-17-106

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.19–LICENSED STAFF EMPLOYMENT

All licensed professional personnel employed by the Benton School District must possess qualifications set forth by the State Department of Education and the North Central Association of Colleges and Secondary Schools. It is recognized by the Board of Education that these qualifications are set up to promote minimum standards; therefore, the policy of the Benton School District is to employ persons who exceed these minimum requirements whenever possible:

I. SELECTION OF LICENSED PERSONNEL

Appointments of licensed personnel shall be made by the Board of Education upon consideration of recommendations made by the Superintendent or Designee through Principals when applicable. The selection process will be based on the following criteria:

- A. Credentials/qualifications for the position
- B. Personal interview
- C. Quality of reference checks

II. GUIDELINES AND PROCEDURES

Applications for employment in the Benton School District for licensed personnel will be distributed, received, and filed in the Office of the Director of Personnel. Any person interested in seeking employment in the Benton School District should contact that office. The Director of Personnel will then screen and refer applicants to building principals.

III. WHEN AN OPENING OCCURS

- A. The Director of Personnel will advertise the position and applications will be accepted for a reasonable length of time.
- B. Positions that require supervision or evaluation of district personnel will be advertised for a minimum of one Sunday in a newspaper of statewide circulation followed by five (5) working days within district. This does not negate district advertisement before the Sunday statewide advertisement.
- C. Potential candidates are then contacted by the lead administrator for interviews. The hiring process will be a collaborative effort. The lead administrator has the option of including specialty area people in the selection process. However, music, athletics and special education supervisors will be included in the process when hiring in their respective areas. All interview teams will consist of a minimum of three (3) members, two of which will be administrators.
- D. Final selection will be based on the criteria listed above in Section I.
- E. The recommendation process is stated above in Section I.

The Board of Education adheres to the policy that the selection, transfer, promotion, demotion, and dismissal of licensed personnel in the school district shall be made without regard to race, creed, color, national origin, religion, sex, age, handicap or other similar personal distinction.

Date Adopted: 03/13/00
Last Revised: 05/05/10

3.20 – LICENSED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

Cross Reference: Policy #7.12

Date Adopted: 06/09/03

Last Revised: 05/14/07

3.21 – LICENSED PERSONNEL TOBACCO USE

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.

A copy of this statute shall be posted in a conspicuous location at every entrance to each building owned or leased by a public school district and every school bus used to transport public school students.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: 11/08/99

Last Revised: 11/11/13

3.25—LICENSED PERSONNEL GRIEVANCES

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

Definitions

Grievance: a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. A group of employees who have the same grievance may file a group grievance.

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

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

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

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

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

Process

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

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

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

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

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

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

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

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

Records

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

Reprisals

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

Legal Reference: ACA § 6-17-208, 210

Date Adopted: 06/14/04

Last Revised: 06/08/09

3.25F - LEVEL TWO GRIEVANCE FORM

Name: _____

Date submitted to supervisor: _____

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

3.26 – LICENSED PERSONNEL SEXUAL HARASSMENT

1. Purpose

Sexual harassment is sex discrimination under Title IX. It is the policy of the Benton School District to maintain a learning and a working environment that is free from sex discrimination, including sexual harassment.

2. Authority

It shall be a violation of this policy for any member of the District staff to harass a student or another staff member through conduct or communications of a sexual nature.

3. Definitions

Unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or another staff member constitutes sexual harassment when:

- a. Submission to such conduct is made, whether explicitly or implicitly, a term or condition of an individual's education;
- b. submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive environment.

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

4. Procedures

Any person who alleges sex discrimination or sexual harassment by any staff member or student may use the District's equity complaint procedure (detailed below) or may complain directly to the building principal, counselor or to the Equity Coordinator, the individual designated to receive such complaints.

- Filing of a complaint or otherwise reporting sexual harassment or sex discrimination will not reflect upon the individual's status nor will it affect future employment, grades or work assignments.
- Upon receipt of a report of sexual harassment, the building principal or counselor or other staff member shall immediately notify the Equity Coordinator without screening or investigating the report. If the report is given verbally, the principal, counselor or staff member will reduce it to a written form within 24 hours and forward it to the Equity Coordinator.

- The Equity Coordinator shall immediately authorize an investigation, which may be conducted by school officials. A written report on the investigation will be provided to the Equity Coordinator within 10 school days of the complaint or report of sexual harassment.
- The investigation may consist of personal interviews with the person filing a complaint, the individual(s) against whom the complaint is filed and others who may have knowledge of the alleged incident or circumstances surrounding the complaint.
- In addition, the District may take immediate steps, at its discretion, to protect the person filing the complaint pending the completion of the investigation.

5. School District Action

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation. If the harasser is a student, disciplinary action may include suspension or expulsion. If the harasser is an employee, disciplinary action may include termination or non-renewal.

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

Date Adopted: 10/13/03

Last Revised: 04/18/11

3.28—LICENSED PERSONNEL COMPUTER USE POLICY

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

Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

Legal References: 20 USC 6801 et seq. (Children’s Internet Protection Act; PL 106-554)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted: 05/10/04
Last Revised: 05/10/04

3.28F—LICENSED PERSONNEL EMPLOYEE INTERNET USE AGREEMENT

Acceptable Use Policy: Staff

The Benton School District provides technology to support teaching, enhance learning, and improve productivity. This policy is intended to delineate the roles and responsibilities of all technology users in the District. All Benton Public School employees are required to comply with provisions herein.

The use of Benton Public School technology is a privilege, not a right. Staff must supervise students' use of technology at all times. Staff is responsible for their conduct when using Benton Public School technology.

Definitions

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, digital cameras, document cameras, interactive white boards, projectors, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable television, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.

The term "staff" includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "user" includes staff members and anyone who makes use of Benton Public School's technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.

Access Statement

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the District's technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the Benton Public School.

Users are not allowed to use of Benton Public Schools technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.

Acceptable Uses

In the Instructional Setting:

1. Classroom assignments
2. Comply with fair-use laws and copyright regulations while accessing the Internet
3. Understand, recognize, and respect the intellectual property of others
4. Career development activities

5. School-sponsored email
6. Approved use of 21st Century Tools including, but not limited to, podcasting, private class chat room experiences, private class to class video-conferencing, private class blogging, and private class wikis
7. Educational research
8. Understand, recognize, and respect the intellectual property of others

Unacceptable Uses

1. Users may not bypass or attempt to bypass the Benton Public Schools filtering software.
2. Do not swear, use vulgarities, or any other inappropriate language in any messages or web pages. Be advised that doing so in school-sponsored email may result in your email being automatically redirected from the intended recipient to the Director of Technology for review. Disciplinary action, as outlined in this policy, may be forthcoming.
3. Users are prohibited from accessing any site on the Internet that is not consistent with the educational objectives of the District, to include, but not be limited to, social networking sites.
4. Participating in “cyber bullying” such as personal attacks and/or threats on/against anyone including being impolite
5. Using the network/Internet for any illegal activity, including violation of copyright or other contracts or transmitting any material in violation of any federal, state or local law
6. Sending, receiving, viewing, or downloading illegal material via the Benton School District computer system
7. Unauthorized downloading or installing of software to any District electronic devices or any electronic device, such as an mp3 player, brought on to the school grounds
8. Using the computer system for private financial or commercial gain
9. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner\
10. Gaining unauthorized access to resources or entities
11. Using the computer system for commercial or private advertising
12. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material
13. Using the computer system while access privileges are suspended or revoked
14. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
15. Forging, intercepting, or interfering with electronic mail messages, except as otherwise provided in this policy
16. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related, or host personal web pages at any time on the District LAN or WAN. Exceptions to this shall only include school-approved, teacher-supervised, filtered, archived Internet communication, which occurs during the instructional day.

17. Failing to respect the of Benton Public Schools computer system's resource limits
18. Using the computer system to disrupt others
19. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy
20. Use of the computer system concurrent with a violation of the code of conduct or violation of any rule or regulation of the school or school system.
21. Users shall not bypass or attempt to bypass the Benton Public Schools' security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
22. Users shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
23. Users shall not alter or vandalize computers, networks, printers, or other associated equipment and system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
24. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the Benton School District Technology Department.
25. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
26. Users should be aware that electronic mail (e-mail) and all other files stored on Benton School District's network are the property of Benton District
27. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines.
28. Users shall maintain a strong password on Benton School District computers, email system, and any other network logins at all times.

Violations Consequences

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

3rd Offense: Possible suspension and/or recommendation for non-renewal or termination

Policy Statements

The use of the of Benton Public School computer system is a privilege, not a right, and the Acceptable Use Policy is designed to establish clear guidelines for adult stakeholders who have access to the Public School computer system.

Be polite and use proper Network etiquette (the acceptable behavior the Internet community expects its citizens to follow)

Use appropriate language

Respect both your own privacy and the privacy of others by not giving out personal information

Respect the rights of others by not wasting network resources

Report threatening or harassing remarks or materials to administration

Permission Forms

All users (staff members, substitute teachers, guests, and students and their parents) must sign an Acceptable Use Agreement to be eligible to work on any equipment connected to the network. This agreement must be renewed on an annual basis.

Acceptable Use Purpose

Internet Access

1. Staff has access to Internet World Wide Web information resources through their classroom, media center, and/or computer lab on any equipment connected to the network. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent.
2. Staff will be issued an e-mail account for business use.
3. Teachers and support staff will create a classroom website in accordance with District guidelines. Material placed on a web page must relate to the school, classroom, or program.

Confidential Information

Look at IT security for clarification

Responsibility

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should users provide their passwords to anyone else.

Copyright

COVERED IN AN ABOVE SECTION

Benefits of Education

We are in the 21st Century; our students must learn to utilize the tools and skills necessary to compete in a global economy. Students of today must think critically about global issues, work collaboratively on projects, and understand the significance of intellectual property, fair-use laws, and copyright regulations as they research the world in which they live. The use of Benton Public School computer system, coupled with Internet access, empowers our students to construct authentic meaning from classroom lessons.

Enforcing Acceptable Use Policies

Privacy Policies

Users should not expect privacy in the contents of their personal files on the District or school's network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The situation is similar to the rights staff and students have in regard to their lockers, desks, or other storage systems. The District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all

usage of the computer network and/or internet usage. b. Parents of students have the right at any time to request a review of the contents of their children's electronic files or a conference with the teacher regarding electronic projects and/or research.

Liability Disclaimer

The Benton School District makes no guarantees that the functions of the services provided by or through the network will be error-free or without defect. The District will not be responsible for any damage the user may suffer, including but not limited to, loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The District will not be responsible for financial obligations arising through the unauthorized use of the network. When using the network, one may sense they can more easily break a rule and not be caught. This perception is not accurate. Whenever users access the network or use technology equipment, they leave "electronic footprints." Thus, the odds of getting caught in violations are really about the same as in the real world or in any other actions or situations.

Signature Forms

Staff Agreement

The acceptable and unacceptable uses of the District's equipment, network and the Internet access are described in this "Acceptable Use Agreement" for the District. By signing this agreement, I acknowledge that I have read, understand and agree to abide by the provisions of the attached Student Acceptable Use Policy. I realize that all the rules of conduct described in this District's AUP, policies, procedures, and handbooks apply when I am using the District's network.

Staff Name: _____ Email: _____
(Print)

Staff Signature: _____ Date: _____

3.29—LICENSED PERSONNEL SCHOOL CALENDAR

The superintendent or designee, 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 ACTAAP scheduled testing that might jeopardize or limit the valid testing and comparison of student learning gains.

The Benton School District shall operate by the following calendar.

Legal Reference: A.C.A. § 6-17-201
 Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted: 06/12/06
Last Revised: 04/08/13

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

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

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

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

Date Adopted: 12/12/2005

Last Revised: 06/18/2012

3.31F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE

The Benton School District will adhere to the current Family Medical Leave Act of 1993.

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

Cross Reference: 3.8—LICENSED PERSONNEL SICK LEAVE

Date Adopted: 06/12/06

Last Revised: 06/09/08

3.33 – ASSIGNMENT OF EXTRA DUTIES FOR LICENSED PERSONNEL

Extra duties are considered a normal part of teacher's work. The allocation and assignment of such duties to teachers is a responsibility of the principal of each building.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.36 – LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL PROCEDURES

The board may non-renew or terminate a teacher or a probationary teacher as specified in the Teacher Fair Dismissal Act and the Teacher Evaluation Support System.

Legal Reference: A.C.A. § 6-17-201 et seq.
 A.C.A. §§ 6-17-1501 et seq.
 A.C.A. §§ 6-17-2801 et seq.

Date Adopted: 06/11/01

Last Revised: 11/11/13

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: 06/09/03

Last Revised: 06/09/03

3.38—LICENSED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

A school principal or his or her designee who receives a credible report or complaint of bullying shall promptly investigate the complaint or report and make a record of the investigation and any action taken as a result of the investigation.

Definitions:

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

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

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

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

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

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

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

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

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

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

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

Cross Reference: 8.26 Non-licensed Personnel Responsibilities Governing Bullying

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 06/14/04

Last Revised: 04/12/12

3.39— LICENSED PERSONNEL RECORDS AND REPORTS

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

Legal Reference: A.C.A. § 6-17-104

Date Adopted: 06/18/07

Last Revised: 06/18/07

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

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

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

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

Legal References: A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-402

Date Adopted: 06/09/08

Last Revised: 06/09/08

3.41—LICENSED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

The Board of Directors has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras, automatic identification, data compilation devices, and technology capable of tracking the physical location of district equipment, students, and/or personnel.

The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of bodily privacy is reasonable and customary.

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

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

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

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

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

Date Adopted: 04/12/12

Last Revised: 04/12/12

3.42—OBTAINING and RELEASING of STUDENT’S FREE and REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

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

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

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

Releasing Eligibility Information

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

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

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

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

information.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
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: 05/11/2009
Last Revised: 04/08/2013

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

It is the responsibility of each teacher, and not the district, to keep his/her teaching license continuously renewed with no lapses in licensure, and in good standing with the State Board of Education. Failure of a teacher to do so will be grounds for termination.

Legal References: A.C.A. § 6-17-401

Date Adopted: 05/11/2009

Last Revised: 06/18/2012

3.44—LICENSED PERSONNEL WORKPLACE INJURIES and WORKERS' COMPENSATION

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain any injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the accounting department. An injured employee must fill out a Form N. 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.

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.

A Workers' Compensation 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 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.

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

- the 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;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- an employee whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross Reference: 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: 04/19/10

Last Revised: 06/13/13

3.45—LICENSED PERSONNEL SOCIAL NETWORKING AND ETHICS

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

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

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

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

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

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

Date Adopted: 04/12/12

Last Revised: 04/12/12

3.47—DEPOSITING COLLECTED FUNDS

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

Staff that 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: 05/14/2012

Last Revised: 06/18/2012

3.50—ADMINISTRATOR EVALUATOR CERTIFICATION

Continuing Administrators

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract year, those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) evaluations. 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 Arkansas Department of Education. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year.

Newly Hired or Promoted Administrators

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year.

Legal Reference: Arkansas Department Of Education Rules Governing The Teacher Excellence And Support System 4.05

Date Adopted: 11/11/13

Last Revised: 11/11/13

3.70 - LICENSED PERSONNEL POLICY COMMITTEE

The licensed personnel policy committee shall be formed in compliance with A.C.A. 6-17-201 et seq.

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

Date Adopted: 06/13/05
Last Revised: 06/13/05

3.71 - STAFF PROTECTION

WORKERS' COMPENSATION

The State of Arkansas Worker's Compensation Law provides coverage for personal injuries and death of employees (licensed and classified) of the Benton Public Schools.

All employees (licensed and classified) of the Benton Public Schools are covered under the provisions of the State of Arkansas Worker's Compensation Law when they sustain on-the-job injuries during the course and scope of their employment.

When an employee is injured on the job, immediate notification of the injury should be made to the school office or the Accounting Division, (501) 778-4574, so that the proper form can be signed and a claim opened.

If emergency treatment is necessary, the employee should receive proper medical attention immediately, from the school district's designated physician group. As soon as the injured employee is able, he should report to the Accounting Division for completion of his report of the accident for transmittal to the insurance carrier.

Legal References: A.C. A. § 6-17-1401

Date Adopted: 01/13/97

Last Revised: 01/13/97

3.72 - PROFESSIONAL MATERIALS REQUIRED

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

- a. Signed contract
- b. Arkansas Teacher's Certificate
- c. Social Security Number
- d. Tuberculin test results
- e. Federal withholding certificate information
- f. Transcripts of college work

Legal Reference: A.C.A. § 12-2804, 80-225, 80-509

Date Adopted: 09/08/08

Last Revised: 09/08/08

3.73 - DUTY FREE LUNCH PERIOD

Each teacher of the district will have a 30 minute uninterrupted, duty-free lunch period during each student instructional day.

Legal References: A.C.A. § 6-17-111

Date Adopted: 06/13/05

Last Revised: 06/13/05

3.74 - ATTENDANCE AT PROFESSIONAL MEETINGS

A teacher wishing to be excused from school to attend a professional convention or conference must make such request to the building principal in writing. The principal may approve or disapprove the request.

A copy of the written request will be forwarded to the Director of Curriculum and Instruction for elementary and the Director of Personnel and Student Services for secondary.

Date Adopted: 03/11/02

Last Revised: 05/14/07

3.74

3.75 - PROFESSIONAL ORGANIZATION

Teachers and administrators are encouraged to join and support their professional organizations and attend the meetings. The fourth Tuesday of each month during the school year is set aside for Benton Education Association meetings. All teachers are urged to attend these meetings.

Date Adopted: 06/09/03

Last Revised: 06/09/03

3.76 - TRANSFER PERSONNEL

I. PLACEMENT TRANSFER OF INSTRUCTIONAL PERSONNEL

Insofar as possible, teachers shall be assigned to positions for which they are best qualified. Also, reasonable effort shall be made to honor teacher preference in assignment. All teachers, principals and other staff members are subject to transfer or reassignments at the direction of the Superintendent.

II. TRANSFER-REQUESTED BY TEACHER

In considering request for transfer, the convenience and wishes of the incoming teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the School District.

Principals reserve the right to refuse a teacher by transfer.

It is the responsibility of the teacher to request an explanation of the decision, if one is desired.

If more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed by the building principal and the administration.

If qualifications are substantially equal, seniority in the School District shall be a determining factor.

During the spring of each year, teachers that desire a transfer to a particular assignment shall indicate that desire on a transfer form, 3.76F, which will be delivered to the Director of Personnel. A current list of openings will be posted in each lounge. If a vacancy occurs, all teachers requesting a transfer to that vacancy will be automatically considered. (See Form 3.76F)

III. TRANSFER-REQUESTED BY ADMINISTRATION

Such changes will be voluntary on the part of the affected teacher provided that the overall, legitimate objectives of the School District are not impaired or adversely affected.

When the reduction in the number of teachers in a school is necessary, volunteers shall be transferred first.

When involuntary transfers are necessary, length of service in the Benton School System shall be a factor in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to as nearly a comparable position as possible. Notice of transfer will be given the teacher as soon as possible.

A list of open positions in the School District shall be made available to all teachers. Any newly created position shall be announced to all teachers. Positions that become open because of teacher retirement or transfer within a certain building may be filled by the affected building principal within building faculty, thereby creating another vacancy which will be advertised. New positions within a school building may be filled first by the

building principal thereby leaving another position which will be advertised.

Legal References: A.C.A. § 80-1234; Act 654 of 1991.

Date Adopted: 02/12/08

Last Revised: 04/14/08

3.76F – Benton Public Schools Transfer Request Form

I would like to be considered for a position at:

- Grant Elementary
- Caldwell Elementary
- Perrin Elementary
- Ringgold Elementary
- Benton Middle School
- Benton Junior High School
- Benton High School
- Alternative Learning Center
- Other _____

Grade or position requested _____

I have taught _____ years.

In the district I have taught _____ years.

My years of experience have been spent teaching _____

My certifications are: _____

Contact Information: _____

Signature

Date

(THIS FORM GOOD FOR ONE (1) YEAR)

3.77 – LICENSED PERSONNEL VACATION

Twelve month employees hired prior to 2006-2007 contract year:

Employees issued twelve (12) month contracts (250 days or more) will be credited with 10 days of vacation leave. Employees must have their vacation time approved by their supervisor. A supervisor may deny an employee's request for a vacation day if the absence would, in the supervisor's opinion disrupt the educational process or normal district operations. Any employee whose job responsibility involves direct contact with students will not be allowed to be on vacation during the days students are in school.

Vacation days earned by twelve-month employees of the Benton School District may be accumulated up to a total of 25 days with ten (10) additional days credited at the beginning of each contract year (total of 35 maximum).

Employees terminating service at the end of the contract year will take accumulated vacation time prior to termination.

Upon termination of employment, payment for unused vacation leave will be made only when termination coincides with the end of the contract year and the employee has been asked by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for unused vacation leave.

Twelve month employees hired for the 2006-2007 contract year and future years:

Employees issued twelve (12) month contracts (250 days or more) will be credited with 10 days of vacation leave. A contract year is July 1 – June 30.

Employees must have their vacation time approved by their supervisor. A supervisor may deny an employee's request for a vacation day if the absence would, in the supervisor's opinion, disrupt the educational process or normal district operations. Any employee whose job responsibility involves direct contact with students will not be allowed to be on vacation during the days students are in school.

Unused vacation leave will not accumulate from one year to another.

Employees terminating service at the end of the contract year will take accumulated vacation time prior to termination.

Upon termination of employment, payment for unused vacation leave will be made only when termination coincides with the end of the contract year and the employee has been asked by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for unused vacation leave.

* Vacation for a given contract year should be used within the contract year if at all possible, unused vacation leave not taken by August 1st of the following contract year will be lost.

Date Adopted: 04/17/06

Date Revised: 05/14/07

3.79 – ATTENDANCE COMPENSATION FOR LICENSED PERSONNEL

Qualifying licensed personnel must not have used any sick or personal leave per explanation below. Approved school business absences will be excluded and will not prevent a licensed employee from qualifying.

For the purpose of this policy, licensed personnel are defined as licensed staff who work directly with students. For example, classroom teachers, counselors, librarians, etc.

The compensation will be as follows:

	Fall	Spring	Both
Perfect Attendance	\$170	\$170	\$100
One-half Day or One Day Absence	\$100	\$100	\$0
One & One-Half Days or Two Days Absences	\$70	\$70	\$0

Date Adopted: 06/14/04

Last Revised: 05/12/08

3.80 – MILITARY LEAVE

The Benton School District will comply with applicable state and federal laws concerning the protection of rights, privileges, and benefits for licensed personnel during military leave.

Legal Reference: FMLA

Date Adopted: 04/08/2013

Date Revised: 04/08/2013

3.81 – LICENSED PERSONNEL MATERNITY LEAVE

A maternity leave of absence shall be granted on request not to exceed three (3) semesters. The last two (2) semesters of a leave shall constitute a school year. The licensed personnel shall give the Superintendent thirty (30) days notice, before the leave is to begin. Licensed personnel may return to the same position. Before leave of absence is granted, a personal conference with the Superintendent must be accomplished with the leave provisions approved.

Any full-time employment by the recipient of maternity leave automatically negates the responsibility of the Benton School District for continued employment.

Date Adopted: 03/12/07

Last Revised: 03/12/07