

# **ADE DISTANCE LEARNING CENTER PERSONNEL POLICIES**



Revision Date: 11.11.2009

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## **1-00 NOTICE OF COMPLIANCE**

The Arkansas Department of Education Distance Learning Center is an Equal Opportunity Employer, and therefore does not discriminate on the basis of race, color, religion, national origin, sex, gender, age or disability.

All Human Resources actions including hiring, promotion, transfer, lay-off, and termination, as well as all benefits, are administered without regard to race, color, religion, national origin, sex, gender, age or disability.

Questions regarding the ADE Distance Learning Center Equal Employment policy should be directed to

Human Resources  
Dawson Educational Cooperative  
711 Clinton Street, Suite 201  
Arkadelphia, AR 71923  
(870) 246-3077

## **1-10 CRISIS PLAN**

If an event occurs requiring personnel to evacuate the building, an alarm will be sounded, warning everyone to exit the building using the nearest exit available. ADE DLC personnel shall physically and verbally notify their neighbors of the need to evacuate. Office doors are to be left open.

All ADE DLC personnel shall meet in the Post Office parking lot and line up alphabetically by last name, to verify that all individuals have evacuated the building.

In the event of a bomb threat, the individual receiving the threat shall immediately contact the ADE DLC administrators

If severe weather threatens during the course of the normal work day, an instant message will be sent out, and individuals shall gather in the central area of the building.

Date Adopted: 7.1.2008  
Last Revised: 1.27.2009

## **1-20 EMPLOYEE USE OF THE INTERNET**

1. Employees of the ADE Distance Learning Center who are allowed to use ADE Distance Learning Center owned computers and/or given Internet access are expected to use this technology to perform their job responsibilities. Employees who violate the Internet/Technology user agreement are subject to the penalties in the agreement and may also be subject to disciplinary action for violations. Recreational or personal use of the equipment and technology is not permitted, whether before, after, or during the workday, unless specific permission has been granted in advance. In addition,

technology may not be used to violate other policies. If this occurs, the employee will be subject to discipline both for technology misuse and policy violation. Violation of this policy may result in non-renewal or termination.

2. The ADE DLC Program Coordinator will develop a technology user agreement to be executed by an employee as a condition for use of computers and Internet access.

Date Adopted: 7.1.2008

Last Revised:

### **1-30 EMPLOYEE USE OF TELEPHONES**

1. The use of telephone for personal issues and long distance calls shall be kept to a minimum during working hours.
2. The volume on the office telephone should be turned down as low as possible to minimize distractions during the instructional period.
3. Please ensure your personal voicemail states, "If this is an emergency or if you cannot access a class, please call 501.803.5400."
4. The use of cell phones or electronic communication devices by employees during instructional or supervisory time is strictly forbidden unless specially approved in advance by the ADE DLC Program Coordinator of the ADE DLC Instructional Coordinator or their designees. Cell phones should be kept off during instructional periods.
5. In any instance where the ADE DLC issues a cell phone or computer to an ADE DLC employee for use for school business purposes, the employee shall not use the equipment for personal use. Any employee who uses an ADE DLC issued cell phone and/or computer for non-school purposes, except as permitted by the ADE DLC internet/computer policy, shall be subject to discipline up to, and including, termination of employment.

Date Adopted: 7.1.2008

Last Revised:

### **1-40 EMPLOYEE USE OF FACILITIES**

1. Use of the ADE DLC facilities outside of working hours shall be limited to activities related to an individual's responsibilities at the DLC.
2. If an ADE DLC employee plans to be in the ADE DLC facility outside of working hours, must obtain permission from the appropriate administrator or designee.
3. Guests or visitors shall be limited to family members or close personal acquaintances and must remain in your immediate work area during the time you are in the facility outside of working hours.

4. Employees shall be responsible for the conduct of, and damages incurred by, individuals who accompany them into the facilities outside of working hours due to negligence or misuse of ADE DLC equipment and facility. This applies to ADE DLC employees as well.

Date Adopted: 7.1.2008

Last Revised: 2.27.2009

## **1-50 EMPLOYEE GUESTS**

1. Administration must be informed of scheduled visitors or observers prior to the visit.
2. Visitation during class time is not appropriate unless there is an emergency, or the visitor is a guest speaker or an approved observer.
3. Visitors will check in at the front desk and wait until permitted to proceed to your work area.

Date Adopted: 7.1.2008

Last Revised:

## **1-60 TEACHING CONTRACTS**

All contracts for ADE DLC instructional staff will cover 190 days or 9.5 months. A month is considered to consist of 20 working days. The contract period will run from July 1 through June 30.

All instructional positions are part of a grant-funded project through the Dawson Education Service Cooperative. If funding for a position is not available, the contract with the individual for that instructional position will be null and void. If student enrollment does not justify the continued employment of an individual in an instructional area, the contract will be null and void.

In situations of financial exigency, or a reduction-in-force (RIF), in those content areas that have more than one instructor, the instructor with the greatest point total will be retained.

Contracts for the next instructional year will be issued in the spring semester of the current year. Instructional staff shall have up to thirty (30) days to sign and return a teaching contract after its receipt. Failure of an employee to return the signed contract to the ADE DLC Program Coordinator within thirty (30) days of the receipt of the contract shall be considered/operate as a resignation by the employee. No further action on the part of the employee, the ADE DLC Program Coordinator, or the Dawson Educational Cooperative shall be required in order to make the employee's resignation final.

Individuals that do not receive a contract will be notified prior to May 1 via certified mail of that year that they are not being reemployed for the upcoming year.

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

Date Adopted: 7.1.2008

Last Revised:

## **1-70 TEACHING EXPERIENCE FOR PAY PURPOSES**

ADE DLC Instructional staff will be given credit for teaching experience in accordance with State policy.

**Funding for all positions is contingent upon funding by the ADE.**

Date Adopted: 7.1.2008

Last Revised:

## **1-80 WORKING HOURS**

1. The working day for ADE DLC instructors shall be Monday through Friday from 7:45 am until 3:30 pm. Office doors shall remain unlocked during working hours and locked after hours. Administrators and approved visitors may enter instructors' offices at any time during working hours.
2. The working day for non-instructional ADE DLC employees shall be Monday through Friday from 7:30 am until 4:00 pm.
3. ADE DLC employees will be expected to remain for meetings that extend past 3:30 pm. A faculty meeting will be scheduled for the 1<sup>st</sup> Tuesday of each month beginning at 3:30 pm. Any other meetings, excluding an emergency meeting, will be announced in advance.
4. The lunch period for ADE DLC instructors will not exceed thirty (30) minutes.
5. After-school credit recovery classes will be taught from 3:30 pm to 4:30 pm.

Date Adopted: 7.1.2009

Last Revised: 2.06.2009

## **1-90 EMPLOYEE DRESS CODE**

In order to maintain a professional atmosphere, employees should maintain a professional appearance. Professional attire, as defined by the ADE DLC, includes button-up or collared shirts, nice blouses or similar tops; slacks, khakis, or other dressy pants including some that do not reach the ankle; skirts or dresses of modest length; and professional footwear. Necklines and backs should not be cut too low.

On Fridays and/or when scheduled activities require, somewhat more casual standards will apply. On these days, nice jeans will be acceptable, but every effort should be made to maintain an overall professional appearance on such occasions. The ADE DLC Program Coordinator may announce specific guidelines for certain days with as much notice as possible.

Any uncertainty about acceptable, professional attire for work should be discussed with the ADE DLC Program Coordinator or designee. The wearing of inappropriate attire may result in disciplinary action.

Date Adopted: 7.1.2008

Last Revised: 10.13.2009

## **2-00 ABSENCES**

1. ADE DLC Faculty shall inform the ADE DLC Program Coordinator, Instructional Coordinator, and/or the Administrative Assistant by 7:30 a.m. of an absence and provide class instructions for the day.
2. ADE DLC Faculty members will provide at least three (3) emergency lessons for planned and unplanned absences. These emergency lessons will be posted at the ADE DLC Faculty member Web site. The emergency lessons will be changed on an as-needed basis, as required to maintain their relevance to the curriculum currently being taught.
3. ADE DLC Faculty shall make a reasonable effort to contact schools on days of absence, informing them of their absence and issuing instructions for the period of the absence. Emails to facilitators will be copied to the Instructional Coordinator and the Administrative Assistant.
4. The ADE DLC Program Coordinator or Instructional Coordinator shall make a reasonable effort to contact the Site Coordinators or Site Facilitators of each receiving site that has students enrolled in a class taught by an ADE DLC Faculty member who will be absent. The contact should be made via CIV, email, or by telephone before 8 a.m. A reasonable effort will be made to provide facilitators with the instructions for the day.

Date Adopted: 7.1.2008

Last Revised:

## **2-01 ACADEMIC FREEDOM**

A faculty member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; research for pecuniary return, however, should be based upon an understanding with the ADE Distance Learning Center administration.

A faculty member is entitled to freedom in the classroom in discussing the subject material of the course, but care should be taken in introducing controversial matters that have no relation to the subject. The ADE Distance Learning Center teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When speaking or writing as a citizen, the teacher should be free from institutional censorship or discipline, but the teacher's special position in the community

imposes special obligations. As a person of learning and an educational officer, the faculty member should remember that the public may judge the profession and the institution by the faculty member's utterances, and should make every effort to indicate that the faculty member is not a voice for the institution.

Date Adopted: 7.1.2008

Last Revised:

## 2-02 ANNUAL LEAVE (VACATION)

Employees on twelve (12) month contracts accrue twelve (12) days' vacation leave with pay each fiscal year, or a pro-rated number of days for each month of employment, if employed subsequent to the beginning of the fiscal year. Accrued vacation days may be taken during the subsequent fiscal year. Twelve-month employees may carry 20 days of accrued vacation from one year to the next. All annual leave is cumulative; however, no employee may exceed 20 days (240 hours) on June 30th of each year. Accrued leave in excess of 20 days will be forfeited if not used by June 30th of each year.

Years of employment may be continuous State employment or an accumulation of service, when the employee has not been an employee of the State for more than one month. However, seniority for reinstated employees will be brought forward in completed years of service only.

The following rules and regulations govern the use of annual leave:

1. Annual leave must be earned before it can be used.
2. An employee may not take annual leave in excess of the amount accrued during prior months (current month may not be used).
3. Employees may not borrow from anticipated future accruals.
4. Before annual leave may be taken, approval must be obtained from the supervisor. Requests should be made, in writing, three days prior to the date of annual leave if possible. Since the ADE Distance Learning Center has a planned work schedule, it is important that the employee work with the supervisor in requesting leave so that time off will not interfere with the operation of the Distance Learning Center. The employee may not be paid for time off from work if prior approval has not been given and may be subject to disciplinary action for failure to follow leave request/use guidelines.
5. The ADE Distance Learning Center prefers that annual leave be taken in 8-hour increments. Annual leave for periods of less than 8 hours is discouraged but may be taken for personal business or emergencies if approved in advance by a supervisor. **Annual leave of less than four hours may not be taken.**
6. Upon termination, resignation, retirement, death, or other action by which a person ceases to be an active employee of the ADE Distance Learning Center, the amount due the employee or his estate from accrued annual leave may, and should be, included in the final pay to the employee. No employee receiving such additional compensation shall return to State employment until the number of days for which he received additional compensation has expired. Annual leave may be transferred between State agencies or institutions if there is no break in service beyond one month and no lump-sum payment for accrued annual leave has been received by the employee.

Date Adopted: 7.1.2008

Last Revised:

## **2-03 ASSIGNMENT OF TEACHER AIDES**

Due to budgetary constraints, the ADE DLC does not employ teacher aides. However, if a teacher aide is employed, the assignment shall be made by the appropriate administrator. Changes in the assignments may be made as necessary due to student population changes, teacher changes, and the changes in the educational needs of the students.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 7.1.2008

Last Revised:

## **2-04 BIRTHDAY**

All ADE DLC employees will receive one day off from work in recognition of their birthday. The date of the birthday leave must be approved in advance by an ADE DLC administrator. The birthday leave may be taken at any time, other than immediately before or after a recognized holiday or scheduled break.

Date Adopted: 7.1.2008

Last Revised: 2.27.2009

## **2-05 BULLYING POLICY**

Teachers and other ADE DLC employees who have witnessed, or are reliably informed that, a student, instructor, or administrator, 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 ADE DLC administrators and the local school principal, if applicable, to determine if disciplinary action is warranted.

ADE DLC instructors are required to help enforce the implementation of local district anti-bullying policies. The ADE DLC'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 grounds; off school grounds at a school-sponsored or school-approved function, activity, or event, or going to or from school or a school activity; or for anything transmitted electronically. Individuals are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue, would constitute bullying, to their teachers or the building principal. The report may be made anonymously.

### **Definition**

Bullying is any pattern of behavior that is intended to harass, intimidate, ridicule, humiliate, or instill fear in another person or people. Bullying behavior can be a threat of, or actual, physical harm or it can be verbal abuse. Bullying also includes unacceptable behavior identified in this policy which is electronically transmitted, or cyberbullying. Bullying is a series of recurring actions committed over a period of time directed toward anyone, or successive, separate actions directed against multiple people.

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

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

An ADE DLC employee who has reported violations under this policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: 7.1.2008

Last Revised: 2.27.2009

## **2-06 CONCURRENT EMPLOYMENT**

Employment in more than one role or position within the Arkansas Department of Education, the Distance Learning Center, or a Distance Learning Initiative and/or with any other State agency or institution is regulated by the State Office of Personnel Management.

Employees of the ADE DLC may not be employed in any other capacity during the regular eight (8) hour workday of the contracted year. An employee may not accept employment outside of his/her ADE DLC employment which will interfere or otherwise be incompatible with the ADE DLC employment, including normal duties outside of the regular work day; nor shall an employee accept other employment at any time which is inappropriate for an employee of the ADE DLC. The ADE DLC Program Coordinator and Instructional Coordinator shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

Before seeking or agreeing to any additional employment within the Arkansas Department of Education, the Distance Learning Center, or a Distance Learning Initiative and/or with any other State agency or institution, employees should contact the Dawson Educational Cooperative for information and assistance. Additional employment without prior approval may result in disciplinary action.

ADE Distance Learning Center employees may work concurrently in two State positions if the following conditions are met:

1. Both institution and/or agency directors approve the employment;

2. Employment in another State position does not interfere with the required performance of an employee's primary duties at the ADE DLC during the regular eight (8) hour workday of the contracted year;
3. The employee will not be employed in a capacity that at any time is inappropriate for an employee of the ADE DLC;
4. The combined salaries of both positions do not exceed the larger maximum annual salary of either position;
5. Authorization is granted by the Director of the Department of Finance and Administration as requested by the secondary employer. (The employee should not make direct contact with DF&A.)

NOTE: The Dawson Educational Cooperative Office of Human Resources coordinates all concurrent employment requests for the ADE DLC.

CAUTION: As designated by the State Office of Personnel Management, any employee knowingly violating the provisions of this section shall be subject to immediate termination and shall be barred from employment by any agency or institution of the State of Arkansas for a period of not less than three (3) years or until such employee shall repay to the State of Arkansas any sums received by such employee in violation of this section, together with interest at a rate of ten percent (10%) per annum.

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

Date Adopted: 7.1.2008

Last Revised:

## **2-07 CONFLICT OF INTEREST**

No employee shall offer for sale to the ADE Distance Learning Center, any other employee, or any student or parent, any goods or services utilized in the ADE Distance Learning Center for educational purposes that such employee has any financial interest in.

Date Adopted: 7.1.2008

Last Revised:

## **2-08 CONTINUATION OF BENEFITS UPON TERMINATION**

In compliance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), former employees may be eligible to continue to participate in the ADE Distance Learning Center's health and/or dental plans for a period of time. Employees who anticipate ending their employment or former employees should contact the Dawson Office of Human Resources for information and assistance with these benefit options.

Date Adopted: 7.1.2008

Last Revised:

## **2-09 COPYRIGHT**

ADE DLC employees will work with the Instructional Coordinator to secure copyright permission for all material that is used in the course of instruction, as part of the Web site, or as resource material. If written copyright permission cannot be secured, the material is not to be used for instructional, Web-based, or resource purposes. ADE DLC personnel are responsible for securing and maintaining up-to-date copyright clearance. This information should be readily available for inspection.

Date Adopted: 7.1.2008

Last Revised:

## **2-10 COURT AND JURY LEAVE**

The ADE DLC encourages employees to fulfill their civic responsibilities when required. An employee serving as a juror or subpoenaed as a witness to give a deposition in a court or hearing, not involving personal litigation or service as a paid expert witness outside the scope of state employment, shall be entitled to full compensation in addition to any fees paid for such services; and such services or necessary appearances in any court shall not be counted as sick, personal, or annual leave. An employee should indicate leave correctly. Employees must attach a copy of any summons to appear with the leave request and submit to their supervisor as soon as possible. If the employee provides reasonable notice to the ADE DLC of the required proceeding, the employee shall not be subject to discharge from employment, loss of annual or sick leave days, accrual rates or any other form of penalty. Jury leave must have an ADE DLC administrator's signature on the leave request.

If an employee has a court appearance for personal or family reasons, an appropriate sick, personal, or annual leave request must be submitted to his/her supervisor.

Legal Reference: A.C.A. § 21-4-213

Date Adopted: 7.1.2008

Last Revised:

## **2-11 DRUG AND ALCOHOL FREE WORKPLACE**

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

Should any employee be found to have been under the influence of or in illegal possession of any illegal drug or controlled substance, whether or not engaged in any ADE DLC or ADE DLC -related

activity, and the behavior of the employee, if under the influence, is such that it is inappropriate for an ADE DLC employee in the opinion of the ADE DLC Program Coordinator or Instructional Coordinator, the employee may be subject to discipline, up to and including, termination of employment. This policy also applies to those employees who are under the influence of alcohol while at the ADE DLC or at ADE DLC sponsored functions or events.

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

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

Should an employee volunteer to provide the ADE DLC with the results of a blood, breath, or urine analysis, such results will be taken into account by the ADE DLC only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the ADE DLC. In this situation, the ADE DLC has not requested that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

Any employee who is charged with a violation of any state or federal law relating to the possession, use, distribution, or solicitation of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia must notify his/her immediate supervisor within five (5) week days (i.e. Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the ADE DLC Program Coordinator immediately. If the supervisor is not available to the employee, the employee shall notify the ADE DLC Program Coordinator within the five (5) day period.

Any employee so charged is subject to discipline up to, and including, termination or non-renewal of employment. However, the failure of an employee to notify his supervisor or the ADE DLC Program Coordinator of having been so charged shall result in that employee being subject to discipline up to and including termination or non-renewal of employment by the ADE DLC Program Coordinator.

Any employee convicted of any criminal drug statute violation for an offense that occurred while at work or in the performance of official duties while out of the ADE DLC facility shall report the conviction within five (5) calendar days to the ADE DLC Program Coordinator. Within ten (10) days of receiving such notification, and whether from the employee or any other source, the conviction will be reported to federal granting agencies from which the ADE DLC may receive funds. Compliance with these requirements and prohibitions is mandatory and is a condition of employment.

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

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

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

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

Legal Reference: 41 USC § 702, 703, and 706

Date Adopted: 7.1.2008

Last Revised:

## **2-12 EMAIL AND INSTANT MESSAGING USE AND RETENTION**

This policy is to ensure that employees of the ADE DLC use the email and instant messaging system of the ADE DLC only for the purpose of carrying out their job duties. As any email or instant message created or accessed on the ADE DLC network/system is a public record and subject to the Arkansas Freedom of Information Act, each employee with access to an email account or instant messaging program(s) should be mindful that any email or instant message may be viewed as an official statement of the ADE DLC and, thus, may use such network/system only for the benefit of the ADE DLC and in accordance with their job duties.

### **Scope**

This policy covers appropriate use of any email sent from an ADE DLC (Arkansas.gov) email address, or online email services provided by the ADE DLC, or an ADE DLC provided computer and applies to all employees, vendors, and agents operating on the behalf of the ADE DLC.

### **Definitions**

- **Adware:** Software that causes advertising to pop up on computer displays and may run without the user's knowledge.
- **Badware:** Adware or spyware that tracks your online activities and provides that information to others without your knowledge.
- **Email:** The electronic transmission of information through a mail protocol such as SMTP or IMAP.

- Forwarded Email: Email received and sent again.
- Chain Mail or Letter: Email sent to successive people. Typically the body of the note has directions to sent out multiple copies of the note and promises good luck or money if the direction is followed.
- Sensitive Information: Information is considered sensitive if it is reasonably considered to be private, if it can be damaging to the ADE DLC, its students, or its employees, or if it is protected information under state or federal laws.
- Malware: Malware is a software designed to infiltrate or damage a computer system without the owner's informed consent. The term is a fusion of "mal" - (or perhaps "malicious") and "software" and describes the intent of the creator rather than any particular features. Malware is commonly taken to include computer viruses, worms, Trojan horses, spyware, and adware. In law, malware is sometimes known as a computer contaminant.
- Spyware: Software that is installed on your PC via downloaded programs, such as screen savers and utilities. It transmits data to others about your online behavior.
- Virus Warning: Email containing warning about a virus or malware. The overwhelming majority of these emails turn out to be a hoax and contain bogus information usually intended only to frighten or mislead users.
- Unauthorized Disclosure: The intentional or unintentional revealing of restricted information to people both inside and outside the ADE DLC who do not have a need to know that information.
- Incidental Use: Use of the email or instant messaging system for incidental matters arising from the legitimate interest of the employees to attend to personal and family matters which naturally arise in the course of a work day and which do not require the devotion of any substantial time or attention is allowed within the constraints of the usage and retention policy.

## **Policy**

### **Prohibited Use**

The ADE DLC's email and instant messaging network/system shall not be used for the creation or distribution of any disruptive or offensive messages, including pornography, chain mail, religious beliefs and practices, political beliefs, offensive comments about race, gender, national origin, disabilities, age or sexual orientation. This includes forwarded email. Additionally, sending sensitive information or any unauthorized disclosure of information is unacceptable. Employees who receive any emails with this content from any ADE DLC employee are encouraged to report the matter to their supervisor immediately.

### **Monitoring**

ADE DLC employees shall have no expectation of privacy in anything they store, send, or receive on the ADE DLC's email and instant messaging network/system. The ADE DLC may monitor messages without prior notice. However, the ADE DLC is not obligated to monitor email messages.

**Enforcement**

Access to account may be disabled if abuse is suspected, pending review. Any employee found to have violated this policy may be subject to disciplinary action up to and including termination of employment.

Date Adopted: 7.1.2009

Last Revised:

**2-13 EMPLOYEE DEBTS OWED TO THE ADE DISTANCE LEARNING CENTER**

The ADE Distance Learning Center will aggressively pursue repayment of debts owed to the ADE Distance Learning Center by current or former employees. Debts owed upon termination of employment for items such as equipment or keys may be repaid through deductions from final pay. In other cases the ADE Distance Learning Center may work with employees or former employees to establish repayment plans.

Date Adopted: 7.1.2008

Last Revised:

**2-14 EMPLOYEE LEAVE REPORTS**

All employees are required to report planned and unplanned absences as soon as possible. Employees may check with the ADE DLC Program Coordinator if there are questions concerning the amount of sick, personal, or birthday leave that has been reported as being taken.

Date Adopted: 7.1.2008

Last Revised:

**2-15 EXPIRATION OF TERM APPOINTMENT**

Upon expiration of a term, the employee is a free agent to whom the ADE Distance Learning Center has no obligation. The ADE Distance Learning Center may at its discretion, reappoint the employee to the same or a different position. Non-reappointment does not necessarily carry any implication as to the quality of the employee's work, conduct, or professional competence.

When an employee is not to be reappointed, written notice to the individual will be provided not later than May 1 of the academic year of service; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of termination.

Date Adopted: 7.1.2008

Last Revised:

## **2-16 EXTRA DUTIES**

From time to time, extra duties may be assigned to certified personnel by his/her immediate supervisor or the ADE DLC Program Coordinator as circumstances dictate.

Legal Reference: A.C.A. § 6-17-210

Date Adopted: 7.1.2008

Last Revised:

## **2-17 FAMILY AND MEDICAL LEAVE ACT OF 1993**

The federal Family Medical Leave Act (FMLA) provides up to 12 weeks of leave time within a 12-month period for qualifying employees. FMLA does not mandate payment for leave time but does protect employment and benefits opportunities. Employees on qualified FML are eligible to continue their participation in benefits at the same premium rates as active employees and are eligible to return to work. However, the ADE Distance Learning Center is not obligated to return the employee to the exact position held prior to taking leave.

Employees are eligible if they have worked for the ADE DLC for at least one year or for 1,250 hours over the previous twelve (12) months preceding the commencement of the leave.

Unpaid leave must be granted for any of the following reasons:

1. To care for the employee's child after birth or placement for adoption or foster care.
2. To care for the spouse, children or parent of the employee, if such spouse, children or parent has a serious health condition.
3. A serious health condition that makes the employee unable to perform the functions of his/her position.
4. To care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

Eligible employees can use up to twelve (12) weeks of leave during any 12-month period. Service Member Family Leave allows a spouse, son, daughter, parent, or next of kin may take up to 26 workweeks of leave to care for a member of the armed forces. The 12-month period used by the ADE DLC for determining eligibility is the calendar year.

FMLA is leave without pay. ADE DLC policy requires employees to substitute accrued, unused sick, personal, or annual leave, if granted, for any part of the twelve-week (12) period with the exception that an employee taking maternity leave may elect to not substitute accrued, unused sick leave, personal, and annual leave while on FMLA leave. Paid leave to handle personal and family medical needs is available under sick, personal, and annual leave policies. Compensatory time off may not be

counted as part of your FMLA entitlement, but it must be exhausted before you are granted leave without pay and you must request the use of your compensatory time for a FMLA reason.

The employee is required to provide advance leave notice and medical certification whenever possible. A doctor's statement is required within fifteen (15) days of notification of a request for FMLA. A request for FMLA will be denied if the requirements are not met.

Employees with questions about whether specific illnesses are covered under this policy are encouraged to contact a representative from the Dawson Human Resources Office.

The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement. FML may not be used in blocks of time of less than one day.

The ADE Distance Learning Center shall not provide paid sick leave where the employee has no such accrued sick, annual, or compensatory leave available.

For more information on the FML, visit <http://www.dol.gov/dol/esa/fmla.htm>

Date Adopted: 7.1.2008

Last Revised: 1.12.2009

## **2-18 FUNERAL LEAVE**

While there is not an official funeral leave policy, employees may use sick or personal days at full pay for funeral attendance and/or legal business related thereto when circumstances involve the spouse, employee or spouse's children, grandchildren, parents, brother, sister, or grandparents. Requests for leave to attend funeral services for someone who is not an immediate family member will be made under annual leave or regular sick leave. Relatives included in this section shall be considered immediate family for purposes of said sick leave use for a death. Requests for funeral leave of more than five (5) days are subject to further review.

Date Adopted: 7.1.2008

Last Revised:

## **2-19 GARNISHMENTS**

The ADE Distance Learning Center follows state and federal laws concerning garnishment of wages. The ADE Distance Learning Center will comply with all appropriate court-ordered collection of wages and with all related reporting requirements.

Date Adopted: 7.1.2008

Last Revised:

## 2-20 GRADES

ADE DLC Faculty will post an electronic PDF quarterly student summary report, a semester summary, and an overall semester grade for each student to the specific location at the time requested. Also, ADE DLC Instructors will back up their MicroGrade files on a weekly basis and keep them in their designated folder at the specified location.

ADE DLC Faculty will provide reports to the receiving Site Coordinator and/or Site Facilitator on the progress of their students. Progress reports will be distributed for all students at the mid-point of the quarter or at any time a student falls below a C average. The instructor will require a parent signature on the progress report for any student performing below level of C.

ADE DLC Faculty will maintain digital copies of all progress and grading reports and will make them available to the ADE DLC Instructional Coordinator or Program Coordinator, as requested.

Date Adopted: 7.1.2008

Last Revised: 10.13.2008

## 2-21 GRIEVANCE POLICY

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees that may arise from time to time. The employees shall have the right to present grievances, and, in doing so, shall be assured freedom from restraint, discrimination, and reprisal. At any point in the procedure, the complainant has the right to counsel.

Date Adopted: 7.1.2008

Last Revised:

## 2-22 GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees that may arise from time to time. The employee shall have the right to present grievances and, in so doing, shall be assured freedom from restraint, discrimination, and reprisal. At any point in the procedure, the complainant has the right to have witness or representative of his/her own choosing at any level of the procedure, as long as that representative is not a member of the employee's immediate family.

### Definitions

Grievance: any concern related to personnel policy, salary, federal or state laws and regulations, or terms or conditions of employment raised by an employee.

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 a grievance committee, if such a committee is formed; and

4. All individuals within the group are requesting the same relief.

Employee: any person employed under a written contract by the ADE DLC.

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 his/her contract is scheduled to work, or whether s/he is concurrently under contract.

#### Procedure

The following steps will be used in any complaint or grievance:

1. An employee who has a grievance shall present the matter IN WRITING – utilizing the **EMPLOYEE GRIEVANCE FORM** – to his/her immediate supervisor within five (5) working days of the date the concern was not resolved. The person with whom the grievance is filed shall make a decision concerning the grievance and shall notify the grievant IN WRITING – utilizing the **GRIEVANCE DECISION FORM** – within five (5) working days following the date of receipt of the grievance. Before making his/her decision, the person with whom the grievance is filed may consult with other individuals who he/she believes to have knowledge relative to the matter being grieved. If the problem is resolved or no further action is necessary, the matter is considered closed.
2. If the concern has not been resolved, he/she shall present it to the ADE DLC Program Coordinator or **designee** IN WRITING – utilizing the **EMPLOYEE GRIEVANCE FORM** – within five (5) working days from the date the written decision from Step 1 was received by the grievant. A copy of the Step 2 appeal, together with the Step 1 decision, must be submitted simultaneously to the designee receiving the Step 2 appeal. The ADE DLC Program Coordinator or designee receiving the Step 2 appeal shall schedule a meeting with the grievant within five (5) working days after receiving the appeal to attempt to resolve the grievance. The grievant may have a witness or representative present at this meeting. The ADE DLC Program Coordinator or designee shall make a decision concerning the Step 2 appeal and notify the grievant IN WRITING – utilizing the **GRIEVANCE DECISION FORM** – within five (5) working days after the meeting with the grievant. Before making a decision, the ADE DLC Program Coordinator or designee may consult with other individuals who he/she believes to have knowledge relative to the grievance.
3. In the event the grievant wishes to appeal the Step 2 decision, the appeal must be presented IN WRITING – utilizing the **EMPLOYEE GRIEVANCE FORM** – to the ADE Division of Curriculum, Assessment, and Research within five (5) working days from the date the written decision from Step 2 was received by the grievant. A copy of the Step 3 appeal, together with the Step 1 and Step 2 decisions, must be submitted simultaneously to the ADE Division of Curriculum, Assessment, and Research. The individual responsible for distance learning within the ADE Division of Curriculum, Assessment, and Research shall schedule a meeting with the grievant within five (5) working days after receiving the appeal, to attempt to resolve the grievance. A witness or representative of his/her choice may accompany the grievant. Notice of the Step 3 meeting shall be given to the grievant as well as to the individual who rendered the Step 2 decision. The ADE Division of Curriculum, Assessment, and Research shall make a decision concerning the appeal and shall notify the grievant IN WRITING – utilizing the **GRIEVANCE DECISION FORM** – within five (5) working days after the meeting with the grievant. Before making a decision, the individual responsible for distance learning within the

ADE Division of Curriculum, Assessment, and Research may consult with other individuals who he/she believes to have knowledge relative to the grievance.

If the hearing is held at scheduled meeting, the hearing shall be open or closed at the discretion of the employee. If the hearing is open, the parent or guardian of any student under the age of eighteen (18) who gives testimony may elect to have the student's testimony given in a closed session, and, the right to a party to be represented by a person of his or her own choosing, but not by a member of a party's immediate family at any level of the procedure.

The employee shall have an adequate opportunity to present the grievance. No less than ninety (90) minutes will be allocated for the presentation of the grievance, unless a shorter period is agreed to by the employee; and, both parties shall have the opportunity to present and question witnesses.

Notice of intent to file a grievance or submission of a formal grievance petition will not delay suspension or termination of employment.

Nothing in this section or procedure shall be construed as requiring the ADE DLC to enter into an agreement recognizing an organization for the purpose of negotiating personnel policies, salaries, and educational matters of mutual concern.

Legal Reference: A.C.A. § 6-17-208

Date Adopted: 7.1.2008

Last Revised:

## **2-23 HUMAN RESEARCH**

ADE DLC Instructors planning to conduct research involving ADE DLC students must adhere to the applicable policies from the university, institution or program for which they are conducting the research, and must provide documentation of approval from said program to the ADE DLC Program Coordinator prior to the initiation of the research. The Program Coordinator will then make the final decision regarding such research.

Date Adopted: 9.12.2008

Last Revised:

## **2-24 HOLIDAYS**

The ADE Distance Learning Center grants employees and teachers time off to observe the following holidays:

Dates listed as holidays in the ADE Distance Learning Center Academic Calendar

New Year's Day	Martin Luther King Day
Presidents' Day – (instructors only)	Good Friday (instructors only)
Memorial Day	Independence Day
Labor Day	Thanksgiving – Wednesday – Friday (instructors only)
Winter Break	

Holidays falling on Sunday are normally observed on the following Monday and holidays falling on Saturday are normally observed on the preceding Friday. The above holidays represent the minimum number of days that will be observed. Other holiday observances may, on occasion, be granted.

**Due to the requirements of the ADE Distance Learning Center in providing educational services, certain holidays may not be observed that are observed by other State agencies. ADE Distance Learning Center employees may be required to work on certain legal holidays that occur while school is in session. The holiday schedule may be adjusted based upon the needs of the ADE Distance Learning Center and/or designation by the State.**

Date Adopted: 7.1.2008

Last Revised:

## **2-25 INCLEMENT WEATHER**

1. Faculty in the ADE DLC Program will follow the published guidelines of the Pulaski County Special School District with respect to inclement weather.
2. The participating schools will follow the local school district policies adopted by their local School Boards with respect to inclement weather.
3. If the ADE DLC is closed due to inclement weather and participating schools are in session, the students will complete the emergency lessons or follow the instructors' plans as given to the facilitator.
4. The ADE DLC faculty will make up missed instructional days at the end of the instructional year.

Date Adopted: 7.1.2009

Last Revised:

## **2-26 INSTRUCTIONAL RESPONSIBILITIES**

ADE DLC Faculty members are employed by and for the ADE Distance Learning Center. The assignment of staff members to specific positions will be the responsibility of the ADE Distance Learning Center administrative team. Instructional personnel will be assigned based on the needs of the ADE DLC, the employee's qualifications, and the employee's expressed desires, in that order of priority. In consideration of the needs and interests of the ADE DLC, administration may transfer a staff member to a different assignment.

Date Adopted: 7.1.2008

Last Revised:

## 2-27 INVOLUNTARY TERMINATION

Beyond financial short-falls, reorganization of programs or departments, phase-out of services or other administrative and/or financial changes which may impact employment, an employee may be dismissed from the ADE Distance Learning Center employment for the following reasons:

1. Unsatisfactory Performance - Where possible and practical, and except in cases of misconduct or related events, the ADE Distance Learning Center follows a process using progressive discipline, training and counseling prior to dismissal resulting from unsatisfactory work performance. With these steps, it is the ADE Distance Learning Center's intent to remedy problems to improve overall job performance and encourage open and honest communications.
2. The employee will meet with his/her supervisor or departmental manager to discuss the employee's unsatisfactory work performance. As a first step, the conference may involve only corrective counseling and/or additional training. Depending upon the situation, an oral warning may be issued. An oral warning will specifically address improvements required, a timetable for continued review and possible outcomes of continued unsatisfactory performance. Immediately following this meeting, a written memorandum from the supervisor is sent to the employee outlining the points covered in the conference. Copies of this memorandum must be placed on file in the departmental office.
3. Should performance not improve and/or other related performance issues develop, the employee may receive a formal written warning. The written warning will be reviewed with the employee by his/her supervisor. The written warning will contain specific performance issues to be changed, the timetables for change and the consequences of continued unsatisfactory performance. Copies of the written warning must be placed on file in the individual's personnel file. At the time of the conference, the employee will be placed on a probationary period for up to 90 days during which time the employee will be evaluated, in writing, no less than every two weeks. At any time during this 90-day probationary period employment may be terminated for unsatisfactory performance. A copy of each evaluation must be filed in the individual's personnel file. Employees on disciplinary probation are generally not eligible for promotional opportunities and performance evaluations due during the probationary period will be delayed for the length of the probation.
4. Incompetency, which is defined as being not legally qualified; inadequate to or unsuitable for a particular purpose; lacking the qualities needed for effective action; unable to function properly.
5. Documented loss of effectiveness or the demonstration of not being capable to perform the responsibilities of the position which an individual was hired to fulfill.
6. Misconduct - includes, but is not limited to, dishonesty, theft, assault and battery, communication of a threat to commit a battery, insubordination, excessive absences (as determined by the ADE DLC Program Coordinator and ADE DLC Instructional Coordinator), violation of ADE Distance Learning Center policies or other conduct reflecting unfavorably upon the reputation of the ADE Distance Learning Center or disruption of ADE Distance Learning Center business. In these cases, employment may be terminated immediately. Upon review and approval through the appropriate ADE supervisors, the ADE DLC Program Coordinator may elect to use disciplinary suspension without pay as an intermediate step. In either case, the employee will receive formal written notice of the suspension or termination. A decision to terminate employment is a very serious matter and should not be made by one individual without careful consideration and counsel from the ADE Curriculum, Assessment, and Research Director.

7. Failure to maintain a professional and cooperative relationship with other staff members.
8. Neglect of duty – failure to devote the time and attention required to ensure that the administrative, instructional, and personal aspects of the position are completed in a timely manner. Neglect implies giving insufficient attention to the various aspects of the position that have a claim on one's attention. Disregard suggests voluntary inattention. Ignore implies a failure to regard something obvious. Overlook implies disregarding or ignoring through haste or lack of care.
9. Insubordination – disobedience to authority or not respecting the authority of an individual based on the title of the position the individual holds.
10. Failure to meet legal and certification regulations – these are published by the ADE for each content area.
11. Excessive absenteeism – excessive is an amount or degree too great to be reasonable or acceptable.
12. Conviction of a misdemeanor or felony involving moral turpitude.
13. Financial Exigency – financial shortfalls that require the elimination of programs or positions.

Date Adopted: 7.1.2008

Last Revised:

## **2-28 LEAVE WITHOUT PAY**

An employee may request a continuous leave of absence without pay, not to exceed six months, unless granted in accordance with the provision for military leave. The leave and the conditions of the leave are granted at the discretion of the ADE Distance Learning Center administrators. However, leave without pay is not to be granted until the employee's accumulated annual leave has been exhausted, except in cases of maternity leave (see Maternity/Paternity Leave).

An employee on leave without pay does not accumulate leave time. At the expiration of leave without pay, the employee will be reinstated to the same or reasonably same position without loss of any rights, unless the position is no longer available due to a budgetary reduction in staff or other unforeseen organizational changes.

Leave without pay will not change an employee's eligibility date for salary increases. However, the award of any anniversary salary increase and performance evaluation review will be delayed beyond the anniversary date for the same number of workdays as the employee was on leave without pay.

**Failure to report to work promptly at the expiration of the leave, except for satisfactory reasons submitted in advance, is cause for dismissal.**

Date Adopted: 7.1.2008

Last Revised:

## **2-29 MATERNITY/PATERNITY LEAVE**

Maternity leave is to be treated as any other leave for sickness or disability. However, in cases of maternity leave **only**, the employee may elect to take leave of absence without pay and not exhaust accumulated annual and sick leave. Paid and/or unpaid maternity leave will be treated under Family Medical Leave.

Paternity leave is treated as any other sick leave. Accrued sick and annual leave may be granted for paternity use, after which, leave without pay may be requested. Paternity leave will be treated under Family Medical Leave.

Date Adopted: 7.1.2008

Last Revised:

## **2-30 MILITARY LEAVE**

Employees who are members of the Arkansas National Guard or any of the reserve branches of the U. S. Armed Forces will be granted leave at the rate of fifteen (15) working days per calendar year, plus necessary travel time for annual training purposes.

Effective July 15, 1991, Act 956 of 1991 provides that military leave will accumulate for use in succeeding calendar years or fiscal years until it totals fifteen (15) days at the beginning of the calendar year or a maximum number of thirty (30) military leave days. Military leave will be granted without loss of pay and in addition to regular vacation time. Each employee who requests military leave must furnish a copy of his/her orders to the Supervisor of the ADE Distance Learning Center.

Personnel called to duty in emergency situations by the Governor or by the United States President shall be granted leave with pay (in addition to regular vacation time) not to exceed thirty (30) working days after which leave without pay or regular accrued vacation, at the employee's discretion, will be granted.

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

Legal Reference: A.C.A. § 21-5-1202

Act 586 of 1989, Revised: June 27, 1989; Act 673 of 1991; Act 2113 of 2005

Date Adopted: 7.1.2008

Last Revised:

## **2-31 NEPOTISM**

The ADE Distance Learning Center accepts that employment of relatives within the institution may occur and in itself is not prohibited. Based upon State guidelines, the Governor's directive and Dawson Board Policy, the employment of immediate relatives in any situation in which one may supervise or otherwise influence hiring, promotion, disciplinary or other work-related actions of an immediate relative may be prohibited.

Date Adopted: 7.1.2008

Last Revised:

## **2-32 NEW HIRES**

The ADE Distance Learning Center is an at-will employer consistent with Arkansas Law and will follow the Teacher Fair Dismissal Act.

Date Adopted: 7.1.2008

Last Revised:

## **2-33 PARENT-TEACHER COMMUNICATION**

The ADE DLC recognizes the importance of communication between teachers and parents/legal guardians. To help promote positive communication, ADE DLC Faculty shall participate in the Open House conferences that are scheduled twice each semester. At this time, a request for a private parent/teacher conference may be requested by parents or guardians when they feel the need to discuss their child's progress with his/her teacher.

Teachers are required to communicate during the school year with the parent(s) or legal guardian(s) of each of their students to discuss their academic progress. More frequent communication is required with the parent(s) or legal guardian(s) of students who are performing below grade level.

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

Legal Reference: A.C.A. § 6-15-1701 (b)(3)(C)

Date Adopted: 7.1.2008

Last Revised:

## **2-34 PAYROLL DEDUCTIONS**

Certain payroll deductions are made automatically by the accounting office at the Dawson Educational Cooperative, while others may be made at the request of the employee.

Deductions are as follows:

1. Social Security (FICA) - All employees are subject to Social Security deductions not to exceed the annual maximum set by the Social Security Administration. These deductions are shown in two parts on the check stub: Social Security (FICA) and Medicare (MEDIC.) The ADE Distance Learning Center makes equal contributions on behalf of the employee, except in the case of part-time employees who participate in the Social Security Alternate Plan.
2. Retirement - Deductions for members of Arkansas State Teacher Retirement System (ATRS).
3. Group Insurance - The ADE Distance Learning Center pays certain premiums for the employees' group insurance. Payroll deductions are made for employees who insure dependents for health and dental coverage and those who elect to carry additional employee

life insurance. Insurance premiums may be paid on a pre-tax basis through Cafeteria Plan elections at the employee's discretion.

4. Income Tax - Both Federal and State taxes are automatically deducted from the paycheck according to information on a W-4 form furnished by the employee to the Office of Human Resources.
5. Other Deductions - Certain other deductions are made as authorized by the employee. Among these are United Way, Credit Union, and Savings Bonds.

**NOTE: EMPLOYEES ARE ENCOURAGED TO REQUEST ASSISTANCE FROM TRISH LAMB AT THE DAWSON EDUCATIONAL COOPERATIVE PRIOR TO MAKING CHANGES IN PAYROLL DEDUCTIONS.**

Date Adopted: 7.1.2008

Last Revised:

## **2-35 PERFORMANCE EVALUATION**

All employees are expected to perform their duties in a professional, effective, and efficient manner and to be mindful of the expectations of clients and the general public concerning their duties and their representation of the ADE Distance Learning Center. A formal annual performance evaluation of all certified staff is required. Evaluations shall be based on a combination of scheduled and informal observations. Additionally, more frequent informal observations will be done should it be determined by the ADE DLC administration that the observations would be helpful in addressing performance problems.

The Arkansas Department of Education Coordinator of Special Programs determines if funds are available each fiscal year to award salary increases. When performance is not satisfactory, the instructor may not be extended a contract for the upcoming academic year.

### **Definitions**

Needs Improvement – Categorical performance of duties that is consistently unacceptable in quality, quantity and timeliness.

Satisfactory – Categorical performance which demonstrates competence in the duties and responsibilities of the position.

1. Career teachers (non-probationary) will have at least one (1) evaluation per year. Career teachers who have been identified as needing assistance shall have at least two (2) evaluations a year (one per semester).
2. The identified teacher will have an Individual Improvement Plan.
3. Probationary teachers will have at least two (2) evaluations each year (one per semester).
4. Experienced teachers new to the ADE DLC will be considered probationary for at least one year.
5. Information gained by walk-ins is valuable in having knowledge of day-to-day teacher performance. The information may be used in the teacher evaluation process.

6. No person shall be employed in, or assigned to, a position which would require that he/she be evaluated by any relative, by blood or marriage, including spouse, parent, child, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or first cousin.
7. All evaluation materials, including forms, criteria, etc., are to be reviewed by the personnel policies committee.

Legal Reference: A.C.A. § 6-17-1504 and 6-17-201 (c) (6)

Date Adopted: 7.1.2008

Last Revised:

## **2-36 PERSONAL DAYS**

All employees and teachers will receive two (2) personal days per contract year. Personal days do not accrue, and will be lost, if not taken within the contractual period. Requests to use a personal day should be made to the Program Coordinator as soon as possible. Instructors are responsible for ensuring students have appropriate assignments during their absence. Instructors may not take personal days the day prior to or the day following a recognized holiday or scheduled break.

Date Adopted: 7.1.2008

Last Revised: 2.06.2009

## **2-37 PERSONNEL POLICIES COMMITTEE**

1. No fewer than five (5) classroom teachers, and no more than three (3) administrators shall sit on the Personnel Policies Committee (PPC). PPC terms will be for a period of two years. Terms will be staggered so that on alternating years, teachers will vote to fill either two or three seats.
2. The classroom teacher members shall be elected by a majority of the classroom teachers voting by secret ballot. The election shall be solely and exclusively conducted by the classroom teachers, including the distribution of ballots to all classroom teachers.

Legal Reference: A.C.A. § 6-17-203

### **Incorporated into Teachers' Contracts**

1. The personnel policies shall be considered to be incorporated as terms of the certified personnel contracts and shall be binding upon the certified personnel and the ADE DLC.
2. Any changes or additions to the personnel policies shall not be considered as part of the certified personnel contracts until the next fiscal year.
3. Any changes or additions to the personnel policies may take effect before the next fiscal year only if the changes or additions are approved by a majority of the certified personnel employed having voted by secret ballot.

4. The voting and counting shall be conducted by the personnel policies committee.
5. All changes or additions to the personnel policies or new personnel policies shall be made in accordance with this procedure.
6. A school district may adopt a uniform policy, in accordance with this procedure, limiting the number of past years' experience for which all newly employed certified personnel will receive credit on the salary schedule.
7. The policy shall be written so that a prospective certified employee can determine his or her placement on the salary scale.
8. Certified employees will be compensated at their daily rate for employment contracted outside the academic year unless predetermined compensation has been established.
9. In accordance with this procedure, a supplement to the salary schedule shall be adopted for those certified staff employed longer than the period covered by the salary schedule and for duties in addition to certified employee's regular teaching assignments. (CPEP, Credit Recovery, Web page maintenance)
10. Compensation policies approved by the personnel policy committee shall not apply to the ADE DLC Program Coordinator, who is charged with administration of salary policy for all employees.
11. No certified person may waive payment according to the salary schedule.

Legal Reference: A.C.A. § 6-17-204

### **Organization And Duties Of The Personnel Policy Committee**

1. During the first quarter of each school year, the committee on personnel policies shall organize itself and elect a chair and a secretary.
2. The committee shall develop a calendar of meetings throughout the year to review the ADE DLC personnel policies in order to determine whether additional policies or amendments to existing policies are needed and to review any proposed distribution of underpayment from previous years.
3. Minutes of the committee meetings shall be promptly reported and distributed to members of the administration and posted in the building, including the administrative offices.
4. Either the committee or administrators may propose new personnel policies. The recommendations shall become proposals if adopted by the committee.
5. The ADE DLC Program Coordinator may recommend any changes in personnel policies to the personnel policies committee. The recommendations shall become proposals if adopted by the committee.
6. The chair of the committee or a committee member designated by the chair will have the opportunity to orally present the committee's proposed policies or amendments to existing policies to the ADE DLC administrators.

7. After presentation to the ADE DLC administrators, the ADE DLC administrators shall take action no later than its next meeting with the ADE Coordinator of Distance Learning within the Curriculum, Assessment, and Research section.
8. The ADE DLC administrators shall have the authority to adopt, reject, or refer back to the personnel policies committee, for further study and revision, any proposed policies or amendments to existing policies that are submitted to the ADE DLC administrators for consideration.

Legal Reference: A.C.A. § 6-17-205

### **Copies Furnished Teachers and Administrators**

1. Each teacher or administrator being employed by the ADE DLC for the first time shall be given a copy of the ADE DLC personnel policies in effect at the time of his or her employment.
2. A digital copy provided to an employee or an online copy that is accessible by Internet or intranet will meet the requirements of item 1.
3. A hard copy of all policies shall be available to review at each location.
4. A hard copy shall be given to the individual employee upon request of the employee.
5. Each teacher or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) day after approval of the amendments by the ADE DLC administrators.
6. A digital copy provided to an employee or an online copy that is accessible by internet or intranet will meet the requirements of item 5.
7. A hard copy of all amendments shall be available for review at each location.
8. A hard copy shall be given to the individual employee upon request of the employee.

Legal Reference: A.C.A. § 6-17-206

Date Adopted: 7.1.2008

Last Revised:

### **2-38 PLANNING/PREPARATORY PERIODS**

ADE DLC Faculty will use the provided preparatory periods in a professional manner. The provided preparatory period(s) is/are to be used for instructional planning and preparation to ensure that teachers are prepared for the next day's instructional responsibilities. Teachers shall also use the preparatory period(s) for scheduling and conducting conferences with parents of students. Teachers may access the IDEAS portal during non-instructional periods.

Legal Reference: A.C.A. § 6-17-114 (a) (d)

Date Adopted: 7.1.2008

Last Revised:

## 2-39 PROFESSIONAL DEVELOPMENT

The ADE DLC will make reasonable efforts to provide professional development opportunities for instructors prior to the beginning of classes in August. To facilitate the accrual of professional development hours, the ADE DLC Faculty may access the IDEAS portal during non-instructional periods during the academic year. However, certified and classified individuals may have to accrue some of the required yearly professional development hours while off contract. When selecting professional development, your focus should be to select offerings that will lead to increased student achievement. Please review the Professional Development Criteria contained in the ADE Rules Governing Professional Development when considering offerings to ensure the session will satisfy one of the Standards and Focus Areas.

The following guidelines will apply to professional development.

1. Certified teachers may receive a maximum of two (2) days to attend professional development sessions that will enhance student achievement and is ADE approved, as authorized by ADE DLC administrators.
2. Based on the economy, out-of-state travel will be considered on an individual basis.
3. Activities that broaden the teacher's background and result in better quality teaching may include travel and professional workshops. Because of the limitations of time and budget, faculty members who want to avail themselves of professional development offerings outside of opportunities provided by the ADE DLC must apply for and obtain approval of the ADE DLC Program Coordinator or his/her designee before attending professional development opportunities. At the time of approval, the administrator who supervises the teacher will indicate which expenses, if any, will be paid by the ADE DLC. Typically, the expenses that will be covered include registration, meals, and travel. Entertainment expenses or extra-curricular activities outside of the normal working hours will not be covered or reimbursed. Only items listed on an itemized receipt shall be reimbursable, if deemed reasonable and in compliance with Dawson policy. Staff members will share the activities and experiences of the professional development with their colleagues.
4. When submitting a request to attend professional development training during the academic semesters, please ensure that the professional development will provide information/training that is specific to your content area or will improve instructional strategies and/or techniques that will directly benefit students. The submitted request must include documentation outlining how attending the training will impact the above areas, satisfy the ADE Professional Development objectives, and positively impact the goals of the ADE DLC.
5. Depending on the type of professional development training to be attended, the ADE DLC may or may not pay for training expenses and mileage. If the individual is representing the ADE DLC in an official capacity, expenses that will be covered include registration, meals, and travel. Entertainment expenses or extra-curricular activities outside of the normal working hours will not be covered or reimbursed.
6. Those instructors who prepare proposals to present at state, regional, or national trainings/conferences must receive approval from the ADE DLC administration prior to assuming the expense will be covered by the ADE DLC. For individuals who present at such trainings/conferences, professional development hours will be credited with one (1) additional hour of professional development for each one (1) hour of time spent in presenting the professional development content. For example, an instructor who presents content for six (6) hours will receive twelve (12) hours of professional development credit.

Date Adopted: 7.1.2008  
Last Revised:

## **2-40 PROFESSIONAL SERVICES CONTRACT EMPLOYMENT**

Only within narrow guidelines and with express prior approval may current state employees also contract to provide services to their employer and/or any other state agency or institution. (For example, contracts awarded through the competitive sealed bid process may in general be awarded to state employees.) Before entering into any contract to provide services, employees should contact the Arkansas Department of Education Legal Counsel, the Arkansas Office of Human Resources or the Office of Purchasing for assistance and information.

Employees who knowingly violate the state regulations regarding professional services contracts may be subject to fines and/or disciplinary actions.

Date Adopted: 7.1.2008  
Last Revised:

## **2-41 RECEIVING SCHOOL/STUDENT INFORMATION**

ADE DLC Faculty will inform the ADE DLC Program Coordinator and Instructional Coordinator of any changes to receiving site data/information.

Date Adopted: 7.1.2008  
Last Revised:

## **2-42 REDUCTION-IN-FORCE**

### **Section One**

The ADE Distance Learning Center acknowledges its authority to conduct a reduction-in-force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the ADE DLC as determined by the ADE DLC Program Coordinator.

In effecting a reduction-in-force, the primary goals of the ADE DLC shall be to determine what is in the best interest of the students, to maintain compliance with the Standards of Accreditation for Arkansas Public Schools, and to meet the needs of the ADE DLC. A reduction-in-force will be implemented when the ADE DLC Program Coordinator determines it is advisable to do so and shall be effected through non-renewal, termination of employment or both. Any reduction-in-force will be conducted by evaluating the needs and long- and short – term goals of the ADE DLC, and by examining the staffing of the ADE DLC in each licensure area and/or, if applicable, specific grade levels.

Cause for reduction-in-force shall be declining enrollment, program revision or elimination, reduction in funding, closing of the ADE DLC, or consolidation or merging with another distance-learning provider.

Employees laid off as a result of this policy shall be terminated or non-renewed in accordance with the Arkansas Teacher Fair Dismissal Act and the Arkansas Employees' Fair Hearing Act.

If a reduction-in-force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's

points as determined by the schedule contained in this policy. The teacher with the fewest points will be laid off first. If points assigned to two (2) or more teachers are equal, the teacher with the earliest hire date of current uninterrupted employment as a certified teacher with the ADE DLC shall prevail. Date of entry in a non-certified position shall not count as date of entry.

Points shall be determined for each year's experience at the ADE DLC as follows:

Teacher	1 point per year of service
Admin Assistant/Specialist	2 points per year of service
Instructional Coordinator	3 points per year of service
Program Coordinator	4 points per year of service

A semester or more resulting in less than a year under contract as a teacher or administrator shall be counted as one-half (1/2) year and given one-half (1/2) point. Less than a semester shall not be recognized for points. In the event an administrator is forced to move to a teaching position, only teacher points will be utilized to determine rank.

Training: Points for training shall be added to experience points as follows, but only one (1) may apply:

Doctorate Degree	7 points
Education Specialist Degree/MSE +45	6 points
Master's Degree + 24	5 points
Master's Degree + 12	4 points
Master's Degree	3 points
Bachelor's Degree + 24	2 points
Bachelor's Degree + 12	1 point

Additional points: From the following, points may be added to the experience and training:

Certification or teaching in a State Board approved shortage area	3 points
National Board Certification	2 points
Trained Mentor Teacher/Pathwise Training	2 points
Two or more academic content areas of endorsement as identified by the State Board of Education	1 point
Multiple areas and levels of licensure as identified by the State Board of Education	1 point

All points awarded must be verified by documents on file with the ADE DLC by 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. All teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his/her assignment of points with the ADE DLC Program Coordinator, whose decision shall be final.

A teacher with standard licensure and Highly Qualified status in areas specified by No Child Left Behind in a position shall prevail over a teacher with greater points but who is lacking standard licensure in that subject area. Standard licensure means a permanent, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing examination score or any other requirement of the Arkansas Department of Education, other than the attainment of professional development training.

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

## **Section Two**

Pursuant to any reduction-in-force brought about by consolidation or merging with another distance-learning provider 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 distance-learning provider's salary schedule. Further adjustments will be made if length of contract or job assignments change.\* A partial RIF may also be conducted in conjunction with any job reassignment, whether or not it is conducted in relation to a merging or consolidation.

The employees of any distance-learning provider that merges, or consolidates with, the ADE DLC will be subjected to dismissal or retention at the discretion of the ADE DLC administration solely on the basis of need, if any, for such employees on the part of the ADE DLC, at the time of the merger or consolidation or within ninety (90) days after the effective date of the merger or consolidation. The need for any employee of the merged or consolidated distance-learning provider shall be determined solely by the ADE DLC administrators and ADE Curriculum, Assessment, and Research Director.

Employees retained from a merger or consolidation will not be considered as having any seniority with the ADE DLC and may not claim an entitlement under a reduction-in-force to any position held by an ADE DLC employee prior to, at the time of, or prior to the expiration of ninety (90) days after the consolidation or merger, if the notification provision below is undertaken by the ADE DLC Program Coordinator.

The ADE DLC Program Coordinator shall mail or have hand-delivered the notification to such employee of his/her intention to recommend non-renewal or termination pursuant to a reduction-in-force within ninety (90) days of the effective date of the merger or consolidation in order to effect the provision of this section of the ADE DLC reduction-in-force policy. Any such employees who are non-renewed or terminated are not subject to recall regardless of any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the merged or consolidated distance-learning provider during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the ADE DLC Program Coordinator must wait ninety (90) days from the effective date of the merger or consolidation in order to issue notification of his/her intention to recommend dismissal through reduction-in-force but merely that the ADE DLC Program Coordinator has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

\*For example: It may be discovered that a teacher is receiving a stipend for duties that he/she is no longer performing. As part of the reduction-in-force, the teacher would be sent notification by the ADE DLC Program Coordinator that he/she intended to non-renew the teacher for the obsolete stipend.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 7.1.2008

Last Revised: 11.11.2009

## **2-43 REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

For ADE DLC instructors teaching students in grades pre-kindergarten through sixth grade, the participating schools shall be contacted to ensure that the allotted funding required by law per student enrolled in the ADE DLC teacher's class will be used for the purchase of classroom supplies to support class activities.

Teachers shall submit a written request for the purchase of instructional supplies. Teachers may also purchase materials and supplies using their own funds and apply for reimbursement by submitting itemized receipts. However, prior to using personal funds for the purchase of materials and supplies, it is advisable to seek approval or confirmation that the expenditure will be reimbursable. Supplies and materials purchased with ADE DLC funds or purchased by a teacher who is reimbursed with ADE DLC funds becomes the property of the ADE DLC.

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

Date Adopted: 7.1.2008

Last Revised:

## **2-44 RIGHT TO A WITNESS OR REPRESENTATIVE**

An employee shall be entitled to and shall be offered the opportunity to have a witness or representative of the employee's choice present during any disciplinary or grievance matter with any ADE DLC administrator.

Legal Reference: A.C.A. § 6-17-210

Date Adopted: 7.1.2008

Last Revised:

## **2-45 RESIGNATION**

A certified employee has the privilege of resigning from the ADE DLC upon thirty (30) days notice.

When a certified employee resigns from the ADE DLC before the close of the year, the ADE DLC Instructional Coordinator shall be responsible for seeing that all records and other necessary items are turned in to him/her following the same procedure that is required of all other certified employees at the end of the year.

Date Adopted: 7.1.2008

Last Revised:

## **2-46 SCHOOL CALENDAR**

The ADE DLC Program Coordinator shall work with the ADE Curriculum, Assessment, and Research Director, the State Distance-Learning Coordinator, and representatives of the state distance-learning providers to develop a uniform academic calendar. The ADE DLC Program Coordinator shall accept and consider recommendations from any employee or group wishing to make calendar proposals that may or may not be submitted to the ADE Curriculum, Assessment, and Research Director, the State Distance-Learning Coordinator, and representatives of the state distance-learning providers for

consideration. The Personnel Policy Committee shall have the time prescribed by law and/or policy in which to make any suggested recommendations prior to the calendar being adopted.

The ADE DLC shall operate by the calendar adopted by the state distance-learning providers.

Legal Reference: A.C.A. § 6-17-201

Date Adopted: 7.1.2008

Last Revised:

## **2-47 SEXUAL HARASSMENT**

The ADE DLC is committed to promoting a productive work environment and will not tolerate verbal or physical conduct by any employee that harasses, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment. No form of harassment will be tolerated.

Sexual conduct (both overt and subtle) is a form of employee misconduct if it is demeaning to another person and undermines the integrity of the employment relationship. ADE DLC will not tolerate any form of gender-based or sex-based discrimination including any kind of sexual harassment (including both quid pro quo or hostile environment harassment) against any employee or applicant for employment. Such discrimination violates federal and state law and agency policy.

The ADE DLC takes the broadest possible view consistent with law and reason regarding conduct encompassed by the phrase "sexual harassment." Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his/her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Dawson Human Resources Manager.

Complaints of harassment are to be handled and investigated under the Dawson Educational Cooperative grievance policy, unless special procedures are considered appropriate. All complaints will be investigated promptly and in as impartial and confidential manner as possible. Sexual harassment complaints may be done in writing or verbally.

Anyone engaging in sexual or other forms of harassment will be subject to disciplinary action, up to and including termination.

## **2-48 SEXUAL HARASSMENT POLICY**

### **1. Policy Statement**

It is the policy of the ADE DLC to provide a work environment in which thought, creativity and growth are stimulated and in which individuals are free to realize their full potential. The DLC should be a place, which is free of all forms of sexual intimidation and exploitation. Therefore, it is the policy of the ADE DLC to prohibit sexual harassment of its employees and to make every effort to eliminate sexual harassment in the DLC.

The DLC's prohibition of sexual harassment applies to employees, to visitors, to contractors and others who do business with the DLC or who use DLC facilities. The policy prohibiting sexual harassment applies regardless of the gender of the harasser or of the person being harassed. The policy applies to sexual harassment, which takes place in any relationship, including both those involving a power differential and those between peers, colleagues and co-workers. The DLC policy prohibits sexual harassment between or among employees and others visiting or conducting official business at the ADE DLC, and in all areas of the ADE DLC's work and educational environments. Sexual harassment of employees is a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964. This law applies to both the ADE DLC and to individuals. Those who engage in sexual harassment may be subject to legal consequences, including civil and criminal penalties and monetary damages. Sexual harassment subverts the mission of the ADE DLC and threatens the careers and well being of employees and visitors to the ADE DLC. In both obvious and subtle ways, sexual harassment is destructive to individuals and the professional community as a whole. Sexual harassment blurs the boundary between professional and personal relationships by introducing a conflicting personal element into what should be a professional situation. When, through fear of reprisal, a person submits or is pressured to submit to unwanted sexual attention, the ADE DLC's ability to carry out its mission is seriously undermined.

Sexual harassment is especially destructive when it threatens relationships between supervisors and subordinates. Through control over salary decisions, changes in duties or workloads, recommendations for promotion and the like, a supervisor can have decisive influence on an employee's career at the ADE DLC and beyond. Sexual harassment in such situations constitutes an abuse of the power inherent in a supervisor's position.

## **2. Definitions**

- a. Sexual harassment as defined by the U.S. Equal Employment Opportunity Commission and adapted to the academic environment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or written communication of a sexual nature, regardless of where such conduct might occur, when:
  - (1) Submission to the conduct is made either implicitly or explicitly a term or condition of an individual's employment with the ADE DLC.
  - (2) Submission to or rejection of the conduct by an individual is used as the basis for employment.
  - (3) The conduct has the purpose or effect of unreasonably interfering with an individual's work or creating an intimidating, hostile or offensive working environment.
- b. Sexual harassment is distinguished from voluntary sexual relationships in that it introduces such elements as coercion, threat and/or unwanted sexual attention and/or promises of professional rewards in exchange for sexual favors. Sexual harassment is unwelcome behavior. Behavior that the courts have found to constitute sexual harassment is usually repeated or continues even after the individual makes it clear that it is unwanted. Sexual harassment is often divided into two categories: (1) quid pro quo harassment and (2) harassment resulting from a hostile or abusive environment.
- c. Quid pro quo harassment involves an explicit or implied exchange; that is, the granting or denial of a benefit or privilege in exchange for sexual considerations. The harasser uses submission to or rejection of the offensive conduct as the basis for decisions such as employment, promotion, transfer, selection for training or performance evaluation.

- d. Court decisions have established that a hostile or abusive working environment may also constitute sexual harassment. While the exact definitions and limits of a hostile or abusive environment continue to be delineated by the courts, case law indicates that such an environment exists when the workplace or educational environment is permeated by discriminatory intimidation, insults and ridicule, such as sexual innuendos, uninvited sexual advances, sexually suggestive or discriminatory remarks, sexually suggestive or offensive signs, graffiti or pictures, the use of sexually crude and vulgar language, etc. The U.S. Supreme Court has held that, to constitute sexual harassment, the offensive conduct must be sufficiently severe and pervasive that a reasonable person would find the conditions of the working environment to have been adversely affected. The employee must also subjectively perceive the environment to be hostile or abusive. However, it is not necessary that an employee's psychological well being be seriously affected or that he/she suffer injury for a discriminatorily hostile or abusive environment to exist. One utterance of an offensive epithet does not by itself constitute sexual harassment. The Supreme Court has indicated that whether an environment is hostile or abusive can be determined only by looking at all the circumstances, which may include the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance. Examples of behavior that may constitute sexual harassment are included in the policy's Appendix.

### **3. Consensual Relationships**

- a. Consensual sexual relationships between supervisors and their employees in some instances may result in charges of sexual harassment. Consensual relationships may lead other supervisors and co-workers to question the validity of evaluations, job assignments and other interactions between the people involved in such a relationship. The integrity of the work of both people in the relationship may be compromised.
- b. ADE DLC employees, administrators and other supervisory staff should be aware that any sexual involvement with their employees could subject them to formal action if a sexual harassment complaint is subsequently made and substantiated, and that they bear the greater burden of responsibility should it be proven that the power differential between them made the relationship other than fully consensual. Even when both parties have consented to a relationship, it is the administrator or supervisor who may be held accountable for unprofessional behavior. Other employees may allege that the relationship creates a hostile or abusive environment affecting them.
- c. When a consensual relationship exists between an employee and his/her supervisor, the resulting conflict of interest should be addressed in accordance with ADE DLC policies concerning conflict of interest.

### **4. Responsibility to Report**

Any employee, administrator, staff member, or visitor to the ADE DLC who has experienced or witnessed sexual harassment is strongly urged to report it. The DLC must know about incidents of sexual harassment in order to stop them, protect victims, and prevent future incidents. It is the responsibility of DLC employees, administrators and supervisors to report complaints of sexual harassment, which they receive and of possible sexual harassment of which they become aware.

## **5. Timeframe for Reporting**

Sexual harassment should be reported immediately and must be reported within 180 days of its occurrence. However, under compelling circumstances, a delayed report of sexual harassment may be made, provided it is made within 180 days after an employee has left his/her current position at the DLC.

## **6. Retaliation Prohibited**

DLC policy and federal law prohibit any form of retaliation against a person who makes a sexual harassment complaint, participates in an investigation of sexual harassment or participates in formal grievance or disciplinary procedures. Retaliation against a complainant or witness is, in itself, a violation of DLC policy and the law and is a serious separate offense.

## **7. False Reports of Sexual Harassment**

Willfully making a false report of sexual harassment is a violation of DLC policy and is a serious offense. Any person who willfully makes or participates in making a false or frivolous report of sexual harassment will be subject to disciplinary action.

## **8. Reporting System**

Employees, administrators, staff members or visitors to the DLC may report allegations of sexual harassment to their immediate supervisor or the Dawson Educational Cooperative Human Resource Manager (hereinafter referred to as the "complaint officer"). They may discuss with the complaint officer any situation which they believe may constitute sexual harassment. Reports may be made by the person experiencing the harassment or by a third party, such as a witness to the harassment or someone who is told of the harassment.

## **9. Investigation of Complaints**

- a. The complaint officer must investigate every allegation of sexual harassment, including informal and third party reports. The investigation shall be appropriate to the complaint, taking into consideration its seriousness, the extent to which it is or can be substantiated and the nature of the resolution desired by the complainant. The investigation must be initiated within five (5) working days after the complaint is made.
- b. Upon receiving a complaint, the complaint officer will interview the complainant (and the alleged victim if it is a third party report) to compile as much specific information as possible, including the nature of each incident, the time, place, actual or potential witnesses, any actions or other responses to the alleged harassment already taken by the complainant, identification of the alleged harasser and other pertinent facts or allegations. The complaint officer will explain the ADE DLC's obligation to investigate and take appropriate corrective action. The complaint officer will present options for resolution of the complaint and will offer information about the availability of counseling and other assistance appropriate to the situation.
- c. The complaint officer will meet with the person accused of sexual harassment and present the allegations, indicating whether there are witnesses or other evidence that would appear to substantiate the charge and whether the complaint is informal or formal. The alleged harasser may make an initial, informal response to the allegations.

- d. The Dawson Educational Cooperative Director, ADE DLC administrators, ADE Curriculum, Assessment, and Research Director, and other administrators who are responsible for personnel matters will participate with the complaint officer, as appropriate, in investigating charges of sexual harassment and in the process of informal and formal resolution of sexual harassment complaints.

## 10. Resolution and Grievance Procedures

Individuals who make complaints of sexual harassment and individuals who are accused of sexual harassment are entitled to due process and to a fair and prompt resolution of the complaint. Resolution may be attempted through direct informal action, through an informal resolution process or through a formal grievance process:

- a. **Direct, Informal Action** - After the complaint officer has discussed the complaint with the complainant and informed the person accused that a complaint has been made, the complainant may choose to attempt to resolve the matter by confronting the accused harasser directly. The complaint officer can suggest methods and models; for example, writing a letter describing the offensive behavior, its effects on the complainant and his/her request that the behavior cease.
- b. **Informal Resolution Process** - If the complainant wishes to attempt to resolve the problem informally, the complaint officer may serve as a mediator, or otherwise assist both parties in coming to an understanding and resolving the problem, with a focus on changing current and future behavior. Both parties must be informed of their rights to due process. The complaint officer may take statements from either party and from any witnesses that either party identifies, but the main focus will be on resolution and conciliation. The Dawson Educational Cooperative Director, ADE DLC administrators, ADE Curriculum, Assessment, and Research Director, and other administrators will be involved, as appropriate, in the informal resolution process.
- c. **Formal Grievance Procedure** - If either party is not satisfied with the result of the informal process or if the complainant chooses instead to use a formal ADE DLC grievance procedure, the complaint officer will help identify the appropriate procedure and explain how to use it. The matter will then follow the steps outlined in the ADE DLC's Grievance Policy. The complaint officer's records concerning the matter may be made available during the formal grievance procedure, as appropriate. Both parties will be informed in writing of the results of the resolution and grievance procedures and reminded of the ADE DLC's policy. In some instances, it may not be possible to determine whether sexual harassment has occurred. Allegations of sexual harassment, which are not eventually substantiated, are not necessarily false allegations.

## 11. Disclosure

Every possible effort will be made to ensure the confidentiality of information received as part of the ADE DLC's resolution and grievance procedures. All parties to the complaint will be asked to assist in keeping the complaint confidential. However, the ADE DLC's obligation to stop sexual harassment means that it cannot fail to take appropriate action and that confidentiality cannot always be guaranteed. In the interest of fairness and problem resolution, disclosure of complaints and their substance and the results of investigations and grievance procedures, except as compelled by law, will be limited to the immediate parties and other appropriate administrative officials.

## 12. Disciplinary Action

- a. Disciplinary action up to and including termination will be taken against persons found to have engaged in sexual harassment or found to have willfully made a false or frivolous accusation of sexual harassment. The specific disciplinary action will be determined by the nature and seriousness of the offense. In all cases where disciplinary action is recommended, procedures in this Policy manual are to be followed.
- b. If a thorough investigation of a complaint substantiates that formal disciplinary action is warranted, the complaint officer will report the findings to the appropriate supervisor, who is responsible for initiating disciplinary action. If a formal grievance procedure has been used, a recommendation for disciplinary action may be made by the administrator or panel that has heard and made a decision about the grievance. Recommendations for disciplinary action may be appealed, using the appropriate ADE DLC grievance procedure.
- c. At the direction of the Dawson Educational Cooperative Director, ADE DLC administrators, ADE Curriculum, Assessment, and Research Director, the supervisor will implement disciplinary action against the employee. The disciplinary action shall be implemented within thirty-days (30) of the notification of the supervisor. The complaint officer will monitor the implementation of the disciplinary process and its timeliness.

## 13. Record Keeping

- a. Records will be kept in employee personnel files only if a complaint of sexual harassment is substantiated and disciplinary action is taken. All other records will be kept only for statistical purposes and to document that the ADE DLC has responded to complaints. The Arkansas Freedom of Information Act compels disclosure of employee records only if they form the basis for decisions to suspend or terminate an employee and if there is a compelling public interest in their disclosure.
- b. Records maintained by the complaint officer to document that the ADE DLC has responded to all complaints will include information concerning the receipt of the complaint, the notification of the alleged harasser and his/her response, the steps taken to investigate the complaint and indicate whether the complaint was substantiated. All written statements obtained, as well as summaries of witness interviews, will be included in the documentation. If the complaint is substantiated, the records will document actions taken to stop the harassment and to remedy its effects. If the complaint is not substantiated, all records pertaining to the complaint will be sealed. Whether the complaint is substantiated or not, the records will document that all parties have been reminded in writing of the ADE DLC's policy prohibiting sexual harassment.

## 14. Statistical Review

The complaint officer will report periodically to the Dawson Educational Cooperative Director, ADE DLC administrators, and ADE Curriculum, Assessment, and Research Director, the statistical data compiled from investigation records and all disciplinary action taken by the ADE DLC.

## 15. Appendix

- a. The following are some examples of behavior that the courts have found to constitute either quid pro quo or hostile atmosphere sexual harassment. The list is not inclusive; other behaviors not included on the list may be sexual harassment. Most of the behaviors listed, if they are welcome by the person at whom they are directed, would not be sexual harassment. An important distinction is that sexual harassment must be unwelcome.

- b. Sexual harassment can take many forms. Most sexual harassment falls into three categories: verbal, physical, and written or visual. Verbal sexual harassment may include, but is not limited to:
- (1) Sexual innuendoes, comments and suggestive remarks about clothing, a person's body or sexual activities
  - (2) Suggestive or insulting sounds
  - (3) Whistling in a suggestive manner
  - (4) Humor and jokes about sex
  - (5) Sexual propositions, invitations or other pressure for sex and
  - (6) Implied or overt threats
- c. In most cases, a single offensive epithet would not constitute sexual harassment. Physical sexual harassment may include, but is not limited to:
- (1) Patting, pinching, feeling or any other intentional inappropriate touching
  - (2) Brushing against the body
  - (3) Making obscene or offensive gestures
  - (4) Attempted or actual kissing or fondling
    - a. Coerced sexual intercourse
    - b. Assault
- d. Written or visual sexual harassment may occur when the following types of materials are directed to a specific individual or when people cannot reasonably avoid seeing them (the list is not inclusive):
- (1) Pictures or drawings of a sexual nature
  - (2) Sexually derogatory pin-ups, posters, cartoons, magazines or calendars
  - (3) Messages, words, comments, rhymes or other writing of a sexually derogatory or suggestive nature

**NOTE: Some of the forms of harassment described above may constitute criminal behavior.**

Date Adopted: 7.1.2008

Last Revised:

## **2-49 SEXUAL ASSAULT POLICY**

### **1. Policy Statement**

It is the policy of the ADE DLC to prohibit sexual assault and to prevent sex offenses committed against employees, visitors and other persons who use ADE facilities. Sexual assault is an extreme form of sexual harassment. Sexual assault is also a crime defined by the Arkansas criminal code.

### **2. Definitions**

- a. Sexual assault may include any involuntary sexual act, which a person is threatened, coerced or forced to engage in against his/ her will. Sexual assault may be committed by a stranger or by an acquaintance.

- b. Acts defined as sexual assault include rape, date rape, acquaintance rape and gang rape, but may also include sexual touching of another person against his/her will and forcing an unwilling person to touch another person sexually.
- c. Sexual assault occurs when such acts are committed either by force, threat, intimidation or through the use of the victim's mental or physical helplessness, of which the assailant was aware or should have been aware.

### **3. Responsibility to Report**

Any employee, administrator or visitor to the ADE DLC who has experienced or witnessed sexual assault should report the assault immediately to the Maumelle Police.

### **4. Preserving Evidence**

It is important that evidence of sexual assault be preserved, because it may be necessary as proof in a criminal case. Victims and others should not alter the scene of the attack. The victim should not change clothes or take a bath before calling the police or Rape Crisis. The victim should be taken to a local hospital, which has kits to collect and preserve evidence of rape and sexual assault.

### **5. Availability of Counseling**

Counseling and other mental health services for victims of sexual assault are available in the community or the StarEAP (Employee Assistance Program). Community mental health agencies and counselors and psychotherapists in private practice in the area can provide individual and/or group therapy. The Rape Crisis Help Line may make referrals for individual counseling and/or support groups.

- a. In some instances, it may be appropriate for employees to use the ADE DLC's formal grievance procedures to address grievances related to allegations of sexual assault.
- b. During ADE DLC grievance procedures, both the accuser and the person accused are entitled to the same opportunities to have others present. Both the accuser and the person accused shall be informed of the outcome of any ADE DLC grievance procedure in which sexual assault is alleged.
- c. Employees who are convicted of sexual assault may also be subject to ADE DLC disciplinary action. According to the circumstances of the case, possible sanctions may range from a formal reprimand or other disciplinary action up to and including termination.
- d. Victims of sexual assault may receive assistance in making reasonable changes in their work. Employees may request assistance in changing their work situations from the immediate supervisor or from the ADE DLC. Requests for such changes will be considered on the basis of their appropriateness and whether the requested change is reasonable or available.

Date Adopted: 7.1.2008

Last Revised:

## 2-50 SICK LEAVE

Unlike annual leave, sick leave can only be used when the employee is unable to work because of sickness, injury or for medical, dental, or optical treatment. Sick leave may also be granted to employees due to illness or death of a member of the employee's immediate family. Immediate family shall mean the father, mother, sister, brother, husband, wife, child, grandparents, grandchildren, in-laws, or any individual acting as a parent or guardian of an employee.

Employees who leave ADE Distance Learning Center employment **are not** entitled to compensation for accrued sick leave. However, the accrued sick leave may be transferred to another public school district. The following rules and regulations govern the accumulation of sick leave:

Twelve (12) month employees will be entitled to 12 sick leave days per fiscal year. Eleven (11) month employees will be entitled to 11 sick leave days per fiscal year. Teachers accrue 10 days of paid sick leave per fiscal year.

Sick leave days shall be earned at the beginning of the contract year. The number of available days shall be pro-rated in the event of initial employment subsequent to the beginning of the contract year. Any employee or teacher may be requested to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits. Any employee or teacher leaving the ADE DLC before the year is ended and having used more sick days than earned during the period of employment will be asked to reimburse for the paid days.

Unused sick leave shall accumulate to a maximum of one hundred twenty (120) days. Any portion of accumulated sick leave days may be used under this policy.

Employees and teachers may use sick or personal days at full pay for funeral attendance and/or legal business related thereto when circumstances involve the spouse, employee or spouse's children, grandchildren, parents, brother, sister, or grandparents. Requests for leave to attend funeral services for someone who is not an immediate family member will be made under annual leave or regular sick leave. Relatives included in this section shall be considered immediate family for purposes of said sick leave use for a death. Requests for funeral leave of more than five (5) days are subject to further review.

Any employee or teacher who has accumulated one hundred twenty (120) days of sick leave will receive the appropriate number of sick days at the beginning of the next contract year. Any sick days beyond the limit of 120 days that are accrued and that are not used during the year will be lost at the end of the contract period.

Upon retirement, an employee or teacher shall receive the established compensation per day for up to 120 accumulated sick leave days.

When an employee is laid off due to budgetary reasons or curtailment of activities and is reinstated within six (6) months, accrued sick leave may be restored to his/her credit.

An employee who resigns and is re-employed by the ADE Distance Learning Center within two (2) years, or an employee granted a leave of absence, shall have accumulated sick leave benefits restored.

Salary deductions will be based on the employee or teacher daily rate for each absence in excess of accumulated sick leave, due to illness or injury of the person or immediate family member. The daily rate will be based on the daily rate contained in the current contractual period.

A deduction of a daily rate shall be made from the last paycheck of the employee who, for any reason, leaves employment prior to the end of the contract year, for any sick leave or family illness days used in excess of the number of days accumulated or earned.

An employee leaving another public school district in the state of Arkansas to accept employment with the ADE Distance Learning Center shall be credited with sick leave days accumulated in the other district to a maximum of one hundred twenty (120) days. Correspondence from the school district indicating the number of sick days to be transferred will be given to the Program Coordinator. Upon confirmation, this information will then be forwarded to the DAWSON EDUCATIONAL COOPERATIVE.

An employee or teacher may not take sick leave in excess of the amount accrued during prior months (current month may not be used). Sick leave cannot be taken in increments of less than four (4) hours or ½ day.

Employees who are on sick leave for five (5) or more consecutive days must furnish a certificate of illness from an attending physician. Also, an employee may be required to furnish a certificate from an attending physician if he/she has been sick fewer than five (5) consecutive days. A certificate from a Christian Science practitioner listed in The Christian Science Journal may be submitted in lieu of a physician's certificate.

Absences due to illness, except in cases of maternity leave, are charged in the following order:

- A. Earned sick leave
- B. Earned personal days
- C. Earned birthday
- D. Earned annual leave
- E. Accrued compensatory time-off
- F. Leave without pay: Prior approval by the ADE DLC Program Coordinator
- G. Where appropriate, the ADE DLC will apply Family Medical Leave, which will run concurrently with the approved paid and/or unpaid leave.

Excessive absences without approval are grounds for dismissal. **Employees absent for three or more days without notification and approval of the appropriate supervisors shall be considered to have abandoned their job and employment will be terminated.**

Requests to use sick leave should be made in advance whenever possible.

The employee should notify the supervisor at the beginning of the workday or as soon as possible on the first day of absence due to illness. If approval cannot be secured in advance, a notification of the absence due to illness should be filed within one (1) day of the employee's return to work. This can be emailed to the appropriate administrators.

If an employee fails to make proper notification for use of sick leave as provided herein, such absences will be charged to leave without pay. Such determination shall be made at the discretion of the ADE Distance Learning Center administrators.

Lunch periods will not be used to make up time.

Date Adopted: 7.1.2008

Last Revised:

## 2-51 SOCIAL NETWORKING

ADE DLC employees shall not have contact with ADE DLC students through online social networking sites (such as My Space, Facebook, and Twitter). ADE DLC employees shall not allow students to access the personal pages of said employee on such sites.

Date Adopted: 7.1.2009

Last Revised:

## 2-52 SOFTWARE USE

1. The ADE DLC has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers within the organization and appropriate backup copies made in accordance with the licensing agreements. No other copies of this software or its documentation can be made without the express written consent of the software publisher.
2. Files created with or saved on ADE DLC computers become the property of the ADE DLC and in most cases are subject to Freedom of Information (FOI) request. Employees should not expect files created with or saved on ADE DLC equipment to be their exclusive property or to remain private.
3. ADE DLC will provide copies of legally acquired software to meet all legitimate needs and in sufficient quantities for ADE DLC computers. The use of software obtained from any other source could present security and legal threats to the organization, and such use is strictly prohibited. Any unauthorized software that may adversely affect the ADE DLC computer system may be deleted at any time.
4. In some cases, the license agreements for a particular software program may permit an additional copy to be placed on a portable computer or home computer for business purposes. Employees will not make such additional copies of software or documentation for the software without the prior approval of ADE DLC.
5. The unauthorized duplication of copyrighted software or documentation is a violation of the law and is contrary to established standards of conduct for ADE employees. Appropriate administrative action, including the possible termination of employment, will be taken regarding employees who make, acquire, or use unauthorized copies of computer software.
6. ADE reserves the right to protect its investment in computer software by enforcing strong internal controls to prevent the making or use of unauthorized copies of software. These controls may include frequent and periodic assessments of software use, announced and unannounced audits of ADE DLC computers to assure compliance, and the removal of any software found on ADE DLC property for which a valid license or proof of license cannot be determined.
7. The ADE Network Administrator will maintain a copy of all software licenses on ADE DLC computers. A copy of the software license should be given to the ADE Network Administrator **prior** to the software being installed on ADE DLC maintained computer systems.

Date Adopted: 7.1.2008

Last Revised:

## 2-53 SUBSTITUTE EMPLOYEES

When required, the ADE DLC will employ substitutes on a long-term or a short-term basis and will follow the Rules established by ADE for employing long-term substitute teachers.

Undue Hardship Situations: Examples of hardship situations would include:

1. A catastrophic occurrence forces the licensed employee to be unable to fulfill his/her instructional duties.
2. An appropriately-licensed and appropriately-qualified employee is unavailable to fill the instructional position.

Since it is sometimes necessary to utilize the services of substitute personnel, the ADE DLC will select competent individuals who can be entrusted with the instructional responsibilities of the school. The same level of care will be given to the recruitment, selection and utilization of those who will be used as substitutes as is given to certified personnel.

1. Substitute teachers assigned to the same class for more than thirty consecutive days during a school year **must hold a bachelor's degree awarded by an accredited college or university or be licensed to teach by the State of Arkansas.**
2. The ADE DLC will apply for a waiver from the State Board of Education if the substitute is assigned for more than thirty (30) consecutive days during the school year.

Written Application letters for waivers will be submitted to the Assistant Director of Accountability. The application letter shall include:

1. A justification of need for the waiver
2. Documentation that a currently licensed and/or personnel with a bachelor's degree is not available to be employed.
3. Instructional area that will be assigned to the substitute teacher.
4. The length of time the substitute will be employed.

Date Adopted: 7.1.2008

Last Revised:

## 2-54 SUBSTITUTE EMPLOYEE SALARY

The ADE DLC has established the following daily salaries for long-term and short-term substitute teachers, instructional assistants, and administrative assistants.

Substitute Teacher	\$ 70.00 per day
Substitute Administrative Assistant	55.00 per day
Long-term Substitute Teacher (1 – 12 consecutive weeks) (not licensed in grade level or subject matter by ADE)	100.00 per day
Long-term Substitute Teacher (1 – 12 consecutive weeks) (Must be licensed in grade level or subject matter by ADE)	150.00 per day

Date Adopted: 7.1.2008

Last Revised:

## 2-55 TELEWORKING

Faculty may be permitted to telework from a location other than the DLC if the individual meets the expectations and can ensure that the technical requirements can be met. If the initial semester is successful and the applicant demonstrates that he or she possesses the character traits required for continued success as a teleworker, the agreement may be extended.

Teleworking shall not be considered as a right or a condition of employment. Telework is not an employee right. This policy creates no employee rights in relation to telework. Administrative decisions regarding telework are not subject to appeal except as outlined in this policy. Either the ADE DLC or the employee may discontinue the arrangement at any time, giving two weeks' notice, unless otherwise provided in the Telework Agreement. Telework may be suspended due to the operational needs of the ADE Distance Learning Center.

Consideration will be given to employees who have demonstrated work habits and performance well suited to successful telework in cases when the telework provides opportunity for improved employee performance, reduces commuting miles, or results in organizational savings.

### Teleworking General Requirements

1. Faculty must complete at least one year of distance-learning teaching from the ADE DLC before they will be considered for telework from a location other than Maumelle. At the end of the one-year period, employees may apply to telework.
  - a. If the employee is working part-time for the DLC, this requirement may be waived. For example, if the DLC contracts with a faculty member teaching within a school district to teach one or two class periods per day, that faculty member would not be expected to travel to the DLC to teach classes. The classes could be taught from the local school facility, provided that the CIV room was available during the periods that the instructor would be teaching ADE DLC classes.
2. Faculty wishing to teach off-site must demonstrate that an environment conducive to providing instruction exists at the location from which they will be conducting classes. This implies that background ambient noise is minimal or non-existent, that high-speed broadband Internet access is available, at the employee's expense, that familial obligations will not interfere with instructional responsibilities, and that the space required for a home office is sufficient. The move to a teleworking position must not significantly alter the job content of the teleworker or the job content of co-workers.
3. Teleworkers will not act as primary caregivers for dependents during the agreed-upon work hours. This does not mean dependents will be absent from the home during the telework hours. It means that they will not require the teleworker's attention during work hours. Teleworkers must make dependent care arrangements to permit concentration on work assignments.
4. Faculty wishing to teach off-site must demonstrate that they possess the work habits and character traits that result in the ADE DLC administrators having confidence in their ability to work as effectively at home as they do while at the ADE Distance Learning Center. Criteria include
  - a. Positive attitude toward telework
  - b. Self-motivation

- c. Self-discipline
  - d. Results oriented
  - e. Ability to work independently with minimal supervision
  - f. Ability to manage distractions
  - g. Ability to meet deadlines
  - h. Strong communication skills
  - i. Flexibility
  - j. Outstanding organizational skills
  - k. Strong job knowledge
  - l. Strong understanding of the organization's objectives
  - m. Focus on job goals and objectives
  - n. Ability to establish priorities and to manage time well
  - o. Success in current and prior positions
  - p. Home environment conducive to telework
  - q. Employee's job has tasks suited for telework
  - r. Employee does not need to rely exclusively on using resources accessible only at the ADE Distance Learning Center
  - s. Employee's job has clearly defined work objectives
  - t. Face-to-face contacts can be scheduled in advance
5. The cost of supporting the teleworker must be reasonable in comparison to amount of commuting miles saved.
  6. The teleworker's equipment and software must meet organizational standards.
  7. The teleworker's needs for technical support must be minimal.
  8. In case of injury, theft, loss, or tort liability related to telework, the teleworker must allow agents of the organization to investigate and/or inspect the telework site. Reasonable notice of inspection and/or investigation will be given to the teleworker.
  9. Where the telework sites are located in the home, the teleworker is responsible for establishing and maintaining the work site.
  10. Employees shall sign and abide by the Telework Agreement between the teleworker and the ADE DLC Program Coordinator.
  11. A mandatory online meeting with all off-site faculty will be held on scheduled days. The CIV system will be used. The ADE DLC Instructional Coordinator will set the time of the meeting. The purpose of the meeting is to ensure a smooth flow of information from the ADE DLC to the off-site faculty and for the off-site teachers to share areas of concern.
  12. Off-site faculty are required to purchase a fax machine for sending and receiving faxes from their students, site facilitators, and ADE DLC communications.
  13. In addition to emailing the ADE DLC Program Coordinator, Instructional Coordinator, and administrative assistant if sick or personal time is being taken, off-site faculty must complete an attendance form that will reflect personal or sick time taken off during the instructional day. This must be faxed to the ADE DLC Program Coordinator by the 10<sup>th</sup> day of each month.
  14. If the ADE DLC provides the telework computing equipment, this equipment is to be used for no other purposes than the delivery of instruction and work related to the delivery of that instruction; i.e. word processing in order to make tests and communicate with schools, grading

programs to keep track of student progress and assessment. The computing equipment is not for personal use.

15. The ADE DLC will supply basic office supplies such as paper, pens, fax and computer paper.
16. The ADE DLC will reimburse each off-site instructor for postal charges if proper receipts are presented. Beginning of the year mailing and other large mail-outs should be done at the ADE Distance Learning Center.
17. When reporting information to the ADE DLC, off-site instructors will use the same forms used by instructors at the ADE DLC.

### **Teleworking Terms of Employment**

1. The teleworker's conditions of employment shall remain the same as for non-telework employees. Employee salary, benefits and employer-sponsored insurance coverage shall not change as a result of telework.
2. The ADE DLC policies, rules and practices shall apply at the telework site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telework arrangement and/or disciplinary action.
3. The ADE DLC will not compensate the teleworker for the time involved in travel between the telework site and the ADE Distance Learning Center. Travel between the telework site and the ADE Distance Learning Center will not be reimbursed.

### **Teleworking Work Schedule and Accessibility**

1. The number of hours worked will not change because of telework. A consistent schedule of telework workdays and hours is required to ensure regular and predictable contact with the ADE DLC staff, students, and others.
2. The telework schedule needs to allow adequate time at the ADE Distance Learning Center for meetings, access to facilities and supplies and communication with other ADE DLC employees and customers.
3. Telework must not adversely affect customer service delivery, employee productivity, or the progress of an individual or team assignment.
4. In approving the telework schedule, the ADE DLC Program Coordinator will take into consideration the overall impact of the teleworker's total time out of the ADE Distance Learning Center. Considerations include meetings, consultations, presentations, and conferences. Consideration will also be given to the overall effect of the teleworker's and co-workers' schedules in maintaining adequate communication.
5. The teleworker will attend job-related meetings, training sessions, and conferences scheduled for ADE DLC employees. In addition, the teleworker may be requested to attend "short notice" meetings. The ADE DLC supervisor may elect to use telephone conferencing or the CIV network, whenever possible, as an alternative to requesting attendance at short notice meetings.

6. While teleworking, the teleworker must be reachable via telephone, fax, pager, CIV, instant message, or e-mail during agreed-upon work hours or specific core hours of accessibility. The ADE DLC Program Coordinator and teleworker will agree on how to handle telephone messages, including the feasibility of call forwarding, frequency of checking telephone messages, and the need for having a home telephone answering machine.
7. The teleworker will not be reimbursed for long distance calls to the ADE DLC. Any reimbursement for telephone charges must be approved by the ADE DLC Program Coordinator. If approved for reimbursement, the teleworker must submit a copy of the telephone bill to the ADE DLC supervisor on a monthly basis with the telephone calls to the ADE DLC highlighted.
8. If the ADE DLC is closed due to an emergency or inclement weather, the ADE DLC Program Coordinator will contact the teleworker. If possible, the teleworker will be expected to continue to work at the telework site. If there is an emergency at the telework site, such as a power outage, the teleworker will notify the ADE DLC Program Coordinator as soon as possible. The teleworker may be assigned to the ADE DLC or an alternate work site until the emergency is resolved.

### **Teleworking Performance Evaluation**

1. The method of monitoring and evaluating performance will rely more heavily on teleworker work results than direct observation. Monthly work plans will be developed in cooperation with the ADE DLC Instructional Coordinator and performance/adherence to the monthly work plan will be monitored by the ADE DLC Instructional Coordinator.
2. Teleworkers should expect that the ADE DLC Program Coordinator, Instructional Coordinator or a designee will “drop-in” during scheduled online class periods to ensure that instruction is being conducted.
3. Itemized expenses will be reconciled to a teleworker’s teaching schedule to ensure that the off-site instructor is satisfying the required class contact hours.

### **Telework Site**

1. The teleworker will maintain a designated workspace that is clean, safe, and free from distractions.
2. The teleworker will submit a photograph of the workspace to the ADE DLC Program Coordinator and ADE DLC Instructional Coordinator to ensure that the workspace provides sufficient space to fulfill the responsibilities to the ADE DLC.
3. In the event of a job-related incident or accident during telework hours, the teleworker needs to report the event to the ADE DLC Program Coordinator or Instructional Coordinator immediately. The ADE Distance Learning Center does not assume responsibility for injury to any persons other than the teleworker at the telework site.
4. The teleworker will not hold business meetings with clients, customers, the public, or professional colleagues at his or her residence during working hours.
5. Teleworkers are advised to consult with their insurance agent and tax consultant for information regarding home-based work sites. Individual tax implications, auto and homeowner insurance, and incidental residential utility costs are the responsibility of the teleworker.

## Supplies, Equipment and Furniture

1. The Telework Agreement must specify all reimbursable costs. Any additional costs related to telework must be authorized by the ADE DLC Program Coordinator. The ADE DLC will provide standard office supplies (pens, paper, pencils, printer ink, folders, etc.). Out-of-pocket expenses for supplies normally available at the ADE Distance Learning Center site will not be reimbursed. Teleworkers may pick up supplies while at the ADE Distance Learning Center.
2. The following conditions shall apply to use of supplies, ADE DLC records, computers and other ADE DLC equipment:
  - a. Use of ADE DLC equipment in the teleworking environment shall be the same as at the ADE Distance Learning Center.
  - b. Restricted-access materials shall not be taken out of the ADE DLC or accessed through the computer unless approved in advance by the ADE DLC Program Coordinator.
  - c. Products, documents, and records used and/or developed while teleworking shall remain the property of the ADE DLC, and are subject to ADE DLC policies regarding confidentiality and record-retention requirements.
  - d. Products, documents and records that are used, developed, or revised while teleworking must be copied or restored to the ADE Distance Learning Center computerized records. Records and files temporarily stored on the teleworker's personal computer need to be stored in a way that will allow the ADE DLC easy access, while protecting the teleworker's personal files. It is suggested that all telework-related information be located on a directory designated for telework and that this information be backed up on a disk or on the LAN server.

## Procedure to Apply for Teleworking

1. The employee
  - a. Submits a detailed request to the ADE DLC Program Coordinator or designee, justifying being considered for telework.
2. The ADE DLC Program Coordinator
  - a. Reviews the submitted request for permission to become a teleworker.
  - b. Determines if Telework request meets the general requirements for telework and that the work schedule, accessibility issues, dependent care, and equipment issues are satisfactorily addressed.
  - c. Consults with the ADE DLC Technology Coordinator to determine if the proposed Telework request meets the ADE DLC equipment and software standards to determine the level of technology support required by the applicant.
3. The ADE DLC Technology Coordinator will inform the ADE DLC Program Coordinator of technical concerns that may prevent the applicant from participating in telework. If the telework request is accepted, the ADE DLC Program Coordinator refers to the Implementing Telework section of this procedure.

## **Implementing Telework**

1. The ADE DLC Program Coordinator will notify the telework applicant that the Telework Application has been accepted or rejected.
2. The ADE DLC Program Coordinator will schedule a time with the telework applicant to discuss concerns and problems. If required, the Telework Agreement will be revised based on this discussion.
3. The ADE DLC Program Coordinator will contact the ADE DLC Technology Coordinator to arrange access to the network. Once the required permissions are assigned, the ADE DLC Program Coordinator will meet with the telework applicant to discuss how the arrangements will work. If required, the Telework Agreement will be revised based on this discussion.
4. At this point, the ADE DLC Program Coordinator and the telework applicant will sign the final Telework Agreement.
5. The ADE DLC Program Coordinator will communicate the telework schedule to all employees and others that the applicant interacts with on a regular basis. The ADE DLC Program Coordinator will also inform the administrative assistants of the telework schedule and how telephone calls to the teleworker are to be handled.
6. If ADE DLC-owned equipment is to be used at a home telework site, the ADE DLC Program Coordinator will ensure that this equipment is included on the appropriate inventory listings and that the inventory records reflect the transfer of ADE DLC equipment to a home telework site.
7. The ADE DLC Program Coordinator will ensure that the original Telework Application, Telework Office Checklist and Telework Agreement are on file in the ADE DLC applicant's personal file. A copy of each document will be given to the teleworker.

## **Telework Request Denied or Request for Reconsideration**

1. If a decision is made to deny the request to telework, the ADE DLC Program Coordinator will inform the applicant of the decision. The applicant may either accept the decision or request reconsideration by the ADE DLC Program Coordinator.
2. The applicant, ADE DLC Program Coordinator, and the ADE DLC Instructional Coordinator will meet to discuss the reasons for denial. A decision will be made as to whether telework is still not an option or whether a telework arrangement can be implemented.

## **Rescind or Terminate a Telework Agreement**

1. If the teleworker wishes to terminate the Telework Agreement, the teleworker must meet with the ADE DLC Program Coordinator to establish an effective date for termination of the agreement.
2. If the ADE DLC Program Coordinator wishes to terminate the Telework Agreement, a meeting will be scheduled with the teleworker to explain the reasons and set an effective date for termination of the Telework Agreement.
3. To rescind a Telework Agreement on a temporary basis, the ADE DLC Program Coordinator will meet with the teleworker to discuss the time period and revise the Telework Agreement.

4. When a Telework Agreement is rescinded or terminated, the ADE DLC Program Coordinator will notify the appropriate departments (DIS) and state the effective date.

### **Program Monitoring and Evaluation**

1. At least once a year, the ADE DLC Program Coordinator and the ADE DLC Instructional Coordinator or designees will review the Telework Agreement and make necessary changes.

Date Adopted: 7.1.2009

Last Revised:

### **2-56 TIME SWAPS**

There may occasions when the ADE DLC administrative team will require ADE DLC staff to perform additional duties beyond the normal scope of the daily working responsibilities. When these needs arise, the ADE DLC administrative team will consider compensating the individual with additional time off. However, ADE DLC employees should not expect to receive additional time off for added responsibilities if the work falls within the 190 day contract period.

Date Adopted: 7.1.2008

Last Revised:

### **2-57 TRANSPORTING STUDENTS**

ADE DLC employees shall not transport students in a vehicle.

Date Adopted: 7.1.2008

Last Revised: 2.27.2009

### **2-58 TRAVEL AND REIMBURSEMENT**

1. Prior approval is required for ADE DLC staff to travel to a conference, submit a proposal for consideration as a presenter, or to visit a participating school. The information relevant to the event must be submitted to the ADE DLC Program Coordinator as far in advance as possible of requested date of the travel.
2. Upon return, ADE DLC staff will email the ADE DLC Program Coordinator, the travel mileage, which is measured from the DLC to the location and back to the DLC, and turn in the originals of all **ITEMIZED** receipts for meals and hotel rooms, if an overnight stay is required. Tips are not a reimbursable expense. The ADE DLC Program Coordinator will approve and prepare the documents that will be faxed to the Dawson Educational Cooperative to ensure reimbursement of covered expenses.
3. Act 715 amends A.C.A. §19-4-904(b) to include tip reimbursement as an allowable personal reimbursement expense. However, the Dawson Educational Cooperative **DOES NOT** provide

for tip reimbursement. Also, the Dawson Educational Cooperative **DOES NOT** utilize the maximum per diem rates prescribed by the Financial Management Guide published by the Department of Finance and Administration (DFA). Individuals will be reimbursed for **reasonable** expenses associated with travel and meals.

Date Adopted: 7.1.2008

Last Revised:

## **2-60 VISITING SCHOOLS**

1. Instructors may travel three (3) times per semester during the working day to visit their schools. Travel plans require prior approval by the Instructional Coordinator or Program Coordinator. Unused days are lost and cannot accumulate from semester-to-semester.
2. At least two weeks in advance of the planned travel date, teachers must submit the ADE DLC School Visit Request form. Travel will be reimbursed based on the current Dawson Educational Cooperative mileage reimbursement rate.
3. Instructors must inform colleagues of travel plans in advance and provide an opportunity for colleagues to travel together when possible. Each instructor planning to travel must submit the ADE DLC School Visit Request form. Prior to submitting the request, instructors must contact the school principal(s) and receive permission to visit the school(s), verify the date of the visit, and follow the local school procedures for checking in to visit students.
4. Upon return, each instructor will submit the ADE DLC School Visit Report form.
5. Travel to schools by ADE DLC teachers may be authorized, if there are extenuating circumstances that require that the instructor make a personal visit to the school.

Date Adopted: 7.1.2009

Last Revised:

## **2-61 WEB PAGE RESPONSIBILITIES**

1. ADE DLC teachers must post lesson plans by 8:00 a.m. on Monday and ensure that all the links are tested and working.
2. ADE DLC teachers must ensure that all links on the teacher's Web page are working properly before posting the material to the Web server.
3. ADE DLC teachers shall add updates or make revisions to posted lesson plans, as changes occur.
4. ADE DLC teachers are responsible for securing permissions to link to external Web sites, if required by the Web site creator.
5. ADE DLC teachers must periodically check the external Web sites that are linked within the teacher's Web site to determine if the content is still appropriate and that the link is operational.

6. ADE DLC teachers must ensure that all external Web sites used during the course of instruction are relevant to the course content.

Date Adopted: 7.1.2009

Last Revised:

## **2-62 WORKERS' COMPENSATION BENEFITS**

The ADE Distance Learning Center is committed to a safe and secure work environment and participates in the State Employers Workers' Compensation program. Employees are covered for on-the-job injury through workers compensation. In general, workers compensation provides for medical care and payment for extended lost time away from work for approved workers compensation injuries.

In the event of a work-place injury, the injured employee and supervisor should contact ADE DLC Program or Instructional Coordinator to report the incident and to receive guidance on the appropriate next steps.

In the event of a medical emergency, the injured employee and supervisor should first seek appropriate medical attention and then, as soon as practical, report the situation to the ADE DLC Program Coordinator.

Eligible persons may elect to use available sick leave days in lieu of workers' compensation benefits. In the event that a teacher or employee elects to collect workers' compensation benefits, if eligible, said person may utilize one-third (1/3) of accrued and available sick leave benefits in order that compensation received shall equal 100% of their contract rate.

In no event shall the ADE DLC be obligated or liable to pay any person for sick leave benefits where no such benefits have accrued or are available to such person.

Date Adopted: 7.1.2008

Last Revised:

**3-00 EMPLOYEE GRIEVANCE FORM**

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

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

Step 1 \_\_\_\_\_ Step 2 \_\_\_\_\_ Step 3 \_\_\_\_\_

Grievance is based upon personnel policy # and heading: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What would resolve your grievance? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Supervisor's Response**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date Adopted: 7.1.2008

Last Revised:

### 3-01 INTERNET/TECHNOLOGY USER AGREEMENT

The ADE DLC agrees to allow \_\_\_\_\_ to use the  
(PRINT NAME)

ADE DLC technology to access the internet under the following terms and conditions:

1. **Conditional Privilege:** The employee's use of the ADE DLC's access to the internet is a privilege conditioned on the employee's abiding by this policy and signing the Internet Use Agreement.
2. **Acceptable Use:** The employee agrees that, in using the ADE DLC's internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an employee's use of the ADE DLC's internet access interfere with or detract from the performance of his/her job-related duties.
3. **Penalties for Improper Use:** If the employee violates this agreement and misuses the internet, the employee shall be subject to disciplinary action up to, and including, termination.
4. **"Misuse of the ADE DLC's access to the internet"** includes but is not limited to the following actions:
  - Using the internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
  - Using abusive or profane language in private messages on the system or using the system to harass, insult, or verbally attack others;
  - Posting anonymous messages on the system;
  - Using encryption software;
  - Wasteful use of limited resources provided by the ADE DLC, including paper;
  - Causing congestion of the network through lengthy downloads of files;
  - Vandalizing data of another user;
  - Obtaining or sending information which could be used to make destructive devices, such as guns, weapons, bombs, explosives, or fireworks;
  - Gaining or attempting to gain unauthorized access to resources or files;
  - Identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
  - Using the network for financial or commercial gain without ADE DLC permission;
  - Use of the technology for recreational games, harassment of other users, bullying, threats of violence, or maintenance of or performing updates on, a personal Web site or a blog site not housed on an ADE or ADE DLC server or related to the instructional duties of the individual;
  - Stealing or vandalizing of data, equipment, or intellectual property;
  - Invading the privacy of individuals
  - Using the internet for any illegal activity, including computer hacking and copyright or intellectual property law violations
  - Introducing a virus or worm to, or otherwise improperly tampering with, the system;
  - Degrading or disrupting system/network equipment performance, such as downloading or streaming music, videos, or other materials that are not required for classroom instruction;
  - Creating a Web page or associating a Web page with the ADE DLC without proper authorization;

- Attempting to gain access or gaining access to, student records, grades, or files of students not under their jurisdiction;
  - Providing access to the ADE DLC's internet access to unauthorized individuals;
  - Taking part in any activity related to internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the ADE DLC or any of its schools;
  - Making unauthorized copies of computer software;
  - Installing personal software or programs into the network environment;
  - Personal use of computers during the work day;
  - Installing software on ADE DLC computers without prior approval of the ADE DLC Program Coordinator or his/her designee.
  - Downloading inappropriate files or bringing foreign media, software or hardware into the ADE DLC technology environment.
5. It is permissible to create files, documents, or material on a non-ADE DLC computer that can be transferred on to an ADE DLC computer for classroom instruction. The individual is responsible for any resulting damage, i.e. loss of material due to a virus, worm, spyware, or malware.
  6. Liability for Debts: Employees shall be liable for any and all costs (debts) incurred through their use of the ADE DLC's computers or internet, including penalties for copyright violations.
  7. No Expectation of Privacy: The employee signing below agrees that in using the internet or any technology provided by the ADE DLC's access, he/she waives any right to privacy the employee may have for such use. The employee agrees that the ADE DLC may monitor the employee's use of the ADE DLC's internet access, use of technology, and may also examine all system activities the employee participates in, including but not limited to email, instant messages, Web sites visited, and voice and video transmissions, to ensure proper use of the system and resources.
  8. Signature: The employee who has signed below has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: 7.1.2008

Last Revised: