

## **CERTIFIED & CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE**

(Pages 40 and 66)

### **Definitions:**

Covered active duty means:

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

Covered Service Member is:

- (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is a undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Eligible Employee: is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

Health Care Provider: is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Instructional Employee: is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes: athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

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

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

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>1</sup>

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Serious Injury or Illness:

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

Year: for leave **other than** to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

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

## **Policy**

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

## **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

### **District Notice to Employees**

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

### **Employee Notice to District**

#### **Foreseeable:**

When the need for leave is foreseeable for reasons 1 through 4 or 6 listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30

days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the district as is reasonable and practicable.

When the need for leave is for reasons 3, 4, or 6 listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

#### Unforeseeable:

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

#### **Medical Certification**

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

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

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**

The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit

his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the district's obligation to maintain health benefits ceases.

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

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

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

### **Reporting Requirements During Leave**

Employees shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.

### **Return to Work**

**Medical Certification:** An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

**Return to Previous Position:** An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

**Failure to Return to Work:** In the event that an employee is unable or fails to return to work, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

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

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, and 6 listed above if they have

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

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

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

#### **Leave more than 5 weeks prior to end of term**

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
  - (A) the leave is of at least 3 weeks duration; and
  - (B) the return to employment would occur during the 3-week period before the end of such term.

#### **Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6 listed above during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

#### **Leave less than 3 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to 1, 2, 3, or 6 listed above, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Approved by Certified PPC: March 16, 2010  
Approved by Classified PPC: March 17, 2010  
Approved by School Board: May 27, 2010

**R. SUBSTITUTE TEACHERS (Page 48)**

1. All substitutes shall be called by SubTeach USA. The principal or designee of the school in which a substitute is to work will call SubTeach USA to request a substitute.
2. All substitutes shall be paid by SubTeach USA. The district will pay SubTeach USA when it is invoiced with the required documentation.

SubTeach USA pay schedule for substituting in the Marion School District will be as follows:

<b>2010-11 Proposed Schedule</b>	<b>Daily Rate of Pay</b>	<b>Retroactively after 2 weeks in same position</b>	
High School Diploma/GED; no college degree	<b>\$58.00</b>	<b>\$62.00</b>	
College Degree but no teaching license	<b>\$58.00</b>	<b>\$70.00</b>	
Teaching License in any area	<b>\$58.00</b>	MSD Salary Base only with no grad hours; no increment for experience	<b>Current Base Teacher Salary Daily Rate: \$39,305 /190 days = \$206.87 (7/19/10)</b>

SubTeach USA does not employ substitutes for bus driver, maintenance, custodial, or cafeteria employees.

L. SPECIAL EDUCATION CURRICULUM PLAN (Page 91)

1. Admissions: Children who qualify for Special Education services are those who experience physical, mental, emotional or learning disabilities, or combinations of such disabilities to the extent that they cannot adequately grow and develop without special help. Categories of disability contained in the implementing regulations of I.D.E.A. are listed below:
  - a. Mentally retarded
  - b. Emotional disturbance
  - c. Specific learning disability
  - d. Speech/language impairment
  - e. Hearing impaired (including deafness)
  - f. Orthopedic impairment
  - g. Visual impairment (including blindness)
  - h. Traumatic brain injury
  - i. Autism
  - j. Other Health Impaired
  - k. Multiple disabilities
  - l. Deaf-blindness

Special education is designed to deliver to these children the extra help needed to overcome or alleviate the learning difficulties posed by the presence of such disabilities. Special Education consists of a series of strategies by which individual learning needs are assessed and services planned and carried out to meet these needs. The form that Special Education takes depends on the individual child.

Referral of a child with a suspected disabling condition is made to the principal of the school in which the child is enrolled. Written referral may be made by the child's teacher, other school or district educational personnel, the child's parent, or any other person with relevant knowledge about the child. Any information which would assist in determining the nature of the child's learning problems and which is presently available should be included with the Referral Form. Such information in district files may include the screening inventory; home or classroom behavior scales; existing medical, social, educational data; and/or samples of the child's work.

Within seven (7) calendar days of receipt of the referral, the principal or principal's designee sets a date for a referral conference and sends a written notification of referral and referral conference date to the parents. Referral conference must be held within the maximum of twenty-one days from the receipt of referral. At the referral conference, parents must be informed of their rights in relation to procedural safeguards and will be asked to assist the referral committee in filling out a social history of their child.

1. Possible outcomes of the referral conference are:
  - a. Evaluation (in accordance with Program Standards and Eligibility Criteria for Special Education)
  - b. Specialized evaluation
  - c. No evaluation (remain in regular classroom with or without other types of program modification)
  - d. Evaluation and temporary placement in special education for no more than sixty (60) calendar days during which the evaluation must be completed.
2. Within thirty (30) calendar days following the completion of all formal evaluation activity, the Evaluation/Programming Conference must be held. Parent notification should precede this

conference by a minimum of seven (7) calendar days.

After reviewing all the data, the persons attending the Evaluation/Programming Conference will:

- a. Determine whether the student is disabled according to Program Standards and Eligibility Criteria for Special Education. If the child does not meet the eligibility criteria, the decision of the committee will be that no special education services are needed.
- b. Specify the disabling condition if the student is determined to be disabled.
- c. Design an Individual Education Plan (IEP).
- d. Determine appropriate placement for implementation of the Individual Educational Plan.

All decisions made at the Evaluation/Programming Conference are recorded on the appropriate form and signed by those in attendance. Parents/guardians must be provided a copy of the decision at the conference or within seven (7) calendar days if they are not present. Parental consent must be obtained before initial placement of a disabled student in a program providing special education and related services.

Except for evaluation and initial placement, consent may not be required as a condition of any benefit to the parent or child. Continuation of placement in the same setting does not require an annual consent form. Parental agreement to the annual review and acceptance of the IEP thereafter signifies consent. However, should a change in placement occur, consent must be obtained. The parent/guardian understands that the granting of consent is voluntary on part of the parent/guardian and may be revoked at any time.

Within thirty (30) calendar days following parental notification of the Evaluation/Programming Conference decision, the recommended service shall be provided, unless the parent/guardian objects to the placement. If such an objection is received prior to the expiration of the thirty (30) calendar day period, the student shall remain in the then current educational placement pending the outcome of the appropriate review procedures.

3. Curriculum Plan: Students in the Special Education Department will follow a planned instructional program in accordance with school requirements to qualify for the regular diploma or certificate. Service settings will be arranged for disabled students according to individual needs.

Revised: 4/22/2010

T. HOMEBOUND INSTRUCTION (Page 101)

When a child is out of school because of illness, and the principal determines that he/she will be out for a minimum of two weeks, the principal may recommend to the superintendent the need for homebound instruction.

The parents must contact their physician, receive written confirmation of the illness, and present this confirmation to the principal before homebound instruction can begin. The doctor may restrict the length/frequency of instruction. The letter submitted by the doctor shall be filed in the building principal's office. The principal will then make arrangements, on an hourly basis, for a homebound instructor, preferably the child's teacher or another teacher in the building. Before receiving compensation for these services, the instructor will present to the principal official weekly timesheets, documenting homebound teaching time.

When the building principal determines that the physician's requirement for home restriction as ended, the principal may terminate homebound instruction and require the pupil to return to school.

Homebound instruction will be available to the extent that funds are available.

Revised May 27, 2010

EE. ATHLETIC POLICY (Page 105)

1. **Athletic Philosophy:** The Marion School District is committed to the manifest values of a well-developed athletic program. We believe that athletics are a vital part of the educational program. Athletics and athletic departments of the school are of such nature and importance that the operation, administration, and supervision of these activities will require close cooperation of all coaches and administration.

The Marion School Board will determine the school's inclusion of particular sports after receiving recommendations from the school administration. The administration and supervision of the athletic program will be under the direction of the athletic director, who will, in turn, give accountability to the superintendent.

2. **End of Season Report:** At the end of each sport season, the Head Coach will complete an End of the Season Report. This report should be completed within 3 weeks of the season end. It will include: a complete inventory, budget request, summary of season, list of those receiving letters and other accolades, suggestions for program improvement and evaluations for each subordinate.
3. **Purchase of equipment:** There will be no athletic purchases unless a purchase order is issued by the athletic director. There are no exceptions. Requests for purchase of equipment will originate with the respective head coaches and will be approved by the athletic director.
4. **Inventories:** As part of the end of season report, the senior head coach shall be responsible for keeping an accurate inventory of all equipment and materials for his sports. Each head coach should prepare three copies of his inventory: one for himself, one for the principal, and one for the athletic director.

When new equipment is received, the head coach will record it on his inventory before he stores or issues it to the players. He shall also notify the athletic director that the equipment has been received. This will allow the athletic director to record it on his inventory and to authorize payment of the invoice.

No coach may give away or sell any item of equipment that has been purchased by the athletic fund, unless approved by the athletic director.

5. **Issuing Equipment:** The coach will see that the equipment issued is charged to the student on the check-out sheet. Equipment lost because of negligence is to be paid for by the student. Students will have their school records attached until the debt is paid.
6. **Care and Storage of Equipment:** The head coach will see that all equipment issued is clean and stored in a designated area when his season ends. The coach will also arrange for necessary repairs on equipment.

D. DISCIPLINE FOR ELIGIBLE STUDENTS WITH DISABILITIES (Page 126)

Under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.

Students with disabilities who engage in misconduct are subject to normal school disciplinary rules and procedures so long as such treatment does not abridge the right to a free appropriate public education (FAPE).

1. Where in-school discipline or short-term suspension (10 school days or less) is involved, the school may remove a student with disabilities for a disciplinary infraction without it being considered a change of placement.
2. If the student has been subjected to a series of removals that constitute a pattern because the series totals more than 10 school days in a school year, the school determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.
3. After a student with a disability has been removed from his/her current placement for more than 10 school days in the same school year, during any subsequent days of removal, the school must provide services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting IEP goals.
4. The Gun-Free School Act (GFSA) applies to students with disabilities. However, this Act must be implemented consistent with (IDEA) Individuals With Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.
5. For students with disabilities who are not eligible for services under IDEA, but who are covered by Section 504 and are expelled in accordance with the GFSA, educational services may be discontinued during the expulsion period if non-disabled students in similar circumstances do not receive continued educational services.

Revised: April 22,2010.

RULE 7. WEAPONS, DANGEROUS INSTRUMENTS, AND CONTRABAND (Page 130)

A student shall not possess, handle, or transmit a knife, razor, ice pick, explosive, pistol, rifle, shotgun, pellet gun, or any other object that can reasonably be considered a weapon, or dangerous instrument or any contraband materials. In accordance with A.C.A. 6-18-503, a student in possession of any firearm or other weapon prohibited upon the school campus by law will be expelled from school for a period of not less than one (1) year with the superintendent's discretion to modify such expulsion requirement for a student on a case-by-case basis.

Revised 4-22-2010

## TEACHER OF THE YEAR ELECTION GUIDELINES

There will be one District Teacher of the Year selected from a campus on a rotation basis. The District Teacher of the Year will be eligible for region or state teacher of the year awards. In addition to the District Teacher of the Year, one teacher of the year will be selected from each campus except from the campus selecting the District Teacher of the Year. These teachers will not be eligible for region or state teacher of the year awards and will not provide a portfolio. Their recognition will be a local recognition only.

1. Only certified personnel based at the school will vote in the election.
2. The Personnel Policy Committee representative from that school shall provide guidance to the Personnel Policy Committee and not be involved in the ballot distribution, collection, and counting. If the representative becomes a top 3 finalist, he/she will be excused from the meeting.
3. Faculty members who leave the campus during the election forfeit their privilege to vote in this Teacher of the Year election. Voting may not occur by proxy. Faculty members not in attendance for the 1st round voting are excluded from all voting.
4. In the event of a tie, there will be multiple local winners. The winner submitted to the state Teacher of the Year will be the one with the most years of service in the Marion School District.
5. The Teacher of the Year election is by peers; administrators will not vote.

Approved by Personnel Policy Committee: 10-19-10

Approved by School Board: 11-16-10