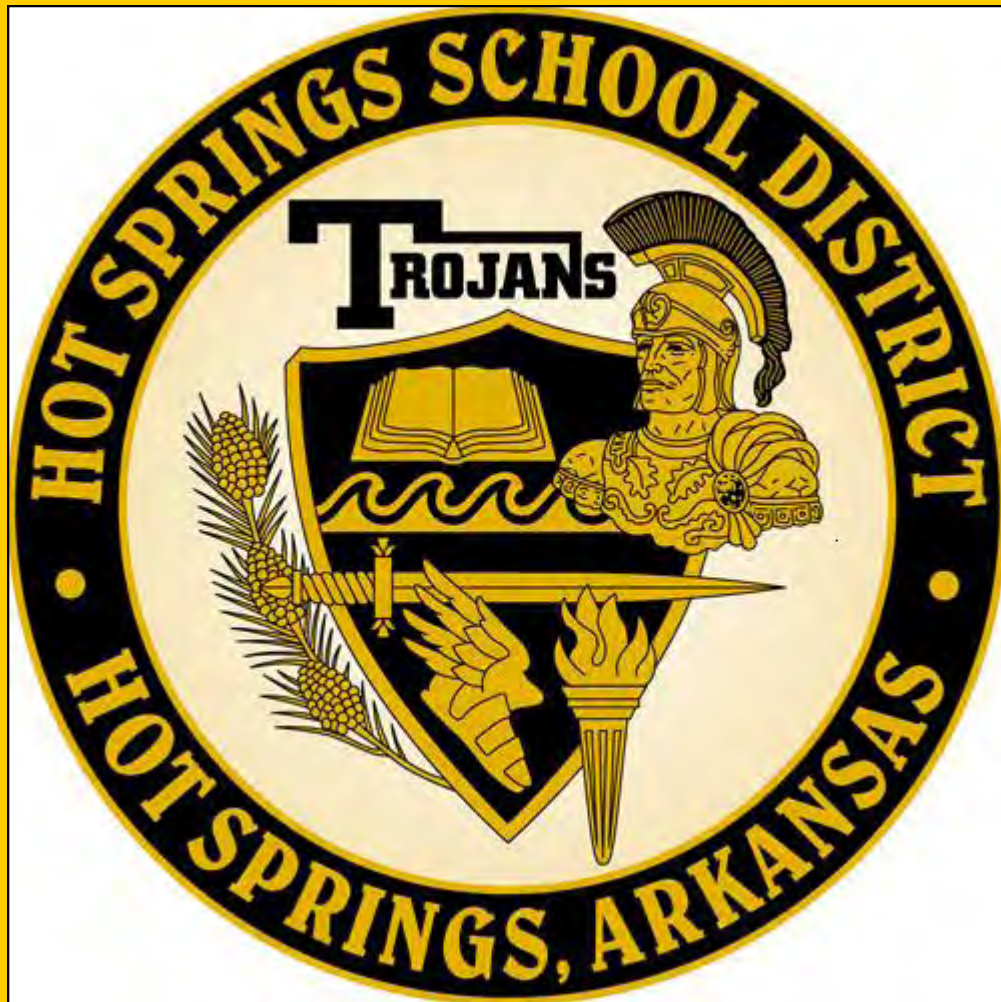


Hot Springs School District Classified



Personnel Policies 2016-2017

/s/ Debbie Ugbade, President of the Board.
All policies adopted or reaffirmed May 17, 2016.

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CLASSIFIED PERSONNEL

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

State law requires each District to include its classified employee's salary schedule in its written personnel policies unless the District recognizes a classified employees' union in its policies for, among other things, the negotiation of salaries. Your district is required to have a salary schedule for at least the following five categories of classified personnel: 1) Maintenance and Operations; 2) Transportation; 3) Food Service; 4) Secretarial and Clerical; and 5) Aids and Paraprofessionals. The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

For the purposes of this policy, an employee must work two thirds (2/3) of the number of their regularly assigned annual work days to qualify for a step increase.

The superintendent has the authority, when recommending an applicant and his/her placement on the District's salary schedule to the Board for its approval, to consider the applicant's previous work experience with similar duties, responsibilities, and skill sets to those job duties and responsibilities the applicant would assume for the District. The Board must approve the placement on the salary schedule.

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: A.C.A. § 6-17-2203
A.C.A. § 6-17-2301
ADE Rules Governing School District Requirements for Personnel Policies,
Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted:
Last Revised:

HOT SPRINGS SCHOOL DISTRICT																	
SALARY SCHEDULE 2016-2017																	
CLASSIFIED: HOURLY																	
Exp	Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
0	1	9.24	12.54	13.64	12.32	15.62	14.96	15.40	15.40	16.06	16.28	16.28	16.06	18.26	21.34	24.42	33.00
1	2	9.46	12.76	13.86	12.54	15.84	15.18	15.62	15.62	16.28	16.50	16.50	16.28	18.48	21.56	24.64	33.22
2	3	9.68	12.98	14.08	12.76	16.06	15.40	15.84	15.84	16.50	16.72	16.72	16.50	18.70	21.78	24.86	33.44
3	4	9.90	13.20	14.30	12.98	16.28	15.62	16.06	16.06	16.72	16.94	16.94	16.72	18.92	22.00	25.08	33.66
4	5	10.12	13.42	14.52	13.20	16.50	15.84	16.28	16.28	16.94	17.16	17.16	16.94	19.14	22.22	25.30	33.88
5	6	10.34	13.64	14.74	13.42	16.72	16.06	16.50	16.50	17.16	17.38	17.38	17.16	19.36	22.44	25.52	34.10
6	7	10.56	13.86	14.96	13.64	16.94	16.28	16.72	16.72	17.38	17.60	17.60	17.38	19.58	22.66	25.74	34.32
7	8	10.78	14.08	15.18	13.86	17.16	16.50	16.94	16.94	17.60	17.82	17.82	17.60	19.80	22.88	25.96	34.54
8	9	11.00	14.30	15.40	14.08	17.38	16.72	17.16	17.16	17.82	18.04	18.04	17.82	20.02	23.10	26.18	34.76
9	10	11.22	14.52	15.62	14.30	17.60	16.94	17.38	17.38	18.04	18.26	18.26	18.04	20.24	23.32	26.40	34.98
10	11	11.44	14.74	15.84	14.52	17.82	17.16	17.60	17.60	18.26	18.48	18.48	18.26	20.46	23.54	26.62	35.20
11	12	11.66	14.96	16.06	14.74	18.04	17.38	17.82	17.82	18.48	18.70	18.70	18.48	20.68	23.76	26.84	35.42
12	13	11.88	15.18	16.28	14.96	18.26	17.60	18.04	18.04	18.70	18.92	18.92	18.70	20.90	23.98	27.06	35.64
13	14	12.10	15.40	16.50	15.18	18.48	17.82	18.26	18.26	18.92	19.14	19.14	18.92	21.12	24.20	27.28	35.86
14	15	12.32	15.62	16.72	15.40	18.70	18.04	18.48	18.48	19.14	19.36	19.36	19.14	21.34	24.42	27.50	36.08
15	16	12.54	15.84	16.94	15.62	18.92	18.26	18.70	18.70	19.36	19.58	19.58	19.36	21.56	24.64	27.72	36.30
16	17	12.76	16.06	17.16	15.84	19.14	18.48	18.92	18.92	19.58	19.80	19.80	19.58	21.78	24.86	27.94	36.52
17	18	12.98	16.28	17.38	16.06	19.36	18.70	19.14	19.14	19.80	20.02	20.02	19.80	22.00	25.08	28.16	36.74
18	19	13.20	16.50	17.60	16.28	19.58	18.92	19.36	19.36	20.02	20.24	20.24	20.02	22.22	25.30	28.38	36.96
19	20	13.42	16.72	17.82	16.50	19.80	19.14	19.58	19.58	20.24	20.46	20.46	20.24	22.44	25.52	28.60	37.18
20	21	13.64	16.94	18.04	16.72	20.02	19.36	19.80	19.80	20.46	20.68	20.68	20.46	22.66	25.74	28.82	37.40
21	22	13.86	17.16	18.26	16.94	20.24	19.58	20.02	20.02	20.68	20.90	20.90	20.68	22.88	25.96	29.04	37.62
22	23	14.08	17.38	18.48	17.16	20.46	19.80	20.24	20.24	20.90	21.12	21.12	20.90	23.10	26.18	29.26	37.84
23	24	14.30	17.60	18.70	17.38	20.68	20.02	20.46	20.46	21.12	21.34	21.34	21.12	23.32	26.40	29.48	38.06
24	25	14.52	17.82	18.92	17.60	20.90	20.24	20.68	20.68	21.34	21.56	21.56	21.34	23.54	26.62	29.70	38.28
25	26	14.74	18.04	19.14	17.82	21.12	20.46	20.90	20.90	21.56	21.78	21.78	21.56	23.76	26.84	29.92	38.50
26	27	14.96	18.26	19.36	18.04	21.34	20.68	21.12	21.12	21.78	22.00	22.00	21.78	23.98	27.06	30.14	38.72
27	28	15.18	18.48	19.58	18.26	21.56	20.90	21.34	21.34	22.00	22.22	22.22	22.00	24.20	27.28	30.36	38.94
28	29	15.40	18.70	19.80	18.48	21.78	21.12	21.56	21.56	22.22	22.44	22.44	22.22	24.42	27.50	30.58	39.16
29	30	15.62	18.92	20.02	18.70	22.00	21.34	21.78	21.78	22.44	22.66	22.66	22.44	24.64	27.72	30.80	39.38

NOTE: Head custodian receives a 2 step increase while serving in the position

NOTE: Summer/student workers and substitute custodian/maintenance workers paid at Column A Step 19 will be paid at Column A Step 1; Summer work project leaders will be paid at Column A Step 19

NOTE: The above salary schedule will be in effect beginning with the 16/17 school year. Existing employees as of the end of 15/16 school year will be placed on the salary schedule at their existing pay rate and will receive the current step increase each year.

NOTE: Bus routes driven during the weekend are paid \$11.44/hour of drive time and \$9.46 for down time. Bus routes driven during the week are paid \$10.34/hour of drive time and \$8.58 for down time.

A		Custodian	261
B		School Secretary	200
C		K-6 Secretary/Bookkeeper	200
C		School Secretary 5-12 Social Media Support	205
C		HS Secretary/Bookkeeper	242
C		MS Secretary/Bookkeeper	242
C		Job Corp Secretary	242
C		HS Registrar	242
D		Parapro	183
D		In House Assignment Supervisor	190
D		Certified Nurses Aide	183
D		Alternative Learning Class Supervisor	242
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E		Maintenance/Licensed Plumber	261
F		CN Liaison	242
F		Maintenance	261
F		CO Secretary	242
F		Maintenance Secretary	261
F		Special Ed Records	205
G		Maintenance/Carpenter	261
G		CO Bookkeeper	242
H		Bus Mechanic	261
H		ELL Translator	183
I		Special Ed Secretary	242
J		Head Bus Mechanic	261
K		Pupil Personnel/Human Service no BS Degree	242
L		Payroll	261
M		Tech - Field Technician	261
N		Tech - Info System Specialist	261
O		Tech - Network Admin	261
P		OT Asst	178
P		PT Asst	178
P		Speech Asst	178

CLASSIFIED STIPENDS 2016-2017

ABC Administrative Assistant - Paid from ABC Grant only	3,000
Assistant Child Nutrition Director	2,000
Classified Employee with Degree – Unless required by job description	1,000
Nurse Leader	2,500
Occupational Therapy Additional Duties - Lead Therapist	5,000
Summer School Non-Certified	\$17/hour
Before/After School tutoring with 4 year degree	\$25/hour
Before/After School tutoring without 4 year degree	\$17/hour
Adjunct Teacher	Daily rate of pay from teacher salary (R1S1) prorated for number of periods taught

Hot Springs School District			
Salary Schedule 2016-2017			
Occupational/Physical Therapy/Speech Assistant			
Salary Schedule Step	Years Experience	OT/PT Asst	Speech Path Asst
1	0	33.22	33.00
2	1	33.44	33.22
3	2	33.66	33.44
4	3	33.88	33.66
5	4	34.10	33.88
6	5	34.32	34.10
7	6	34.54	34.32
8	7	34.76	34.54
9	8	34.98	34.76
10	9	35.20	34.98
11	10	35.42	35.20
12	11	35.64	35.42
13	12	35.86	35.64
14	13	36.08	35.86
15	14	36.30	36.08
16	15	36.52	36.30
17	16	36.74	36.52
18	17	36.96	36.74
19	18	37.18	36.96
20	19	37.40	37.18
21	20	37.62	37.40
22	21	37.84	37.62
23	22	38.06	37.84
24	23	38.28	38.06
25	24	38.50	38.28

Hot Springs School District				
Salary Schedule 2016-2017				
9 1/4 Month (190 days) Contract				
School Psych Examiner				
Salary Schedule Step	Years Experience			
		MA	MA+15	PROF
1	0	40,913	41,995	43,077
2	1	41,427	42,509	43,591
3	2	41,941	43,023	44,105
4	3	42,455	43,537	44,619
5	4	42,969	44,051	45,133
6	5	43,483	44,565	45,647
7	6	43,997	45,079	46,161
8	7	44,511	45,593	46,675
9	8	45,025	46,107	47,189
10	9	45,539	46,621	47,703
11	10	46,053	47,135	48,217
12	11	46,567	47,649	48,731
13	12	47,081	48,163	49,245
14	13	47,595	48,677	49,759
15	14	48,109	49,191	50,273
16	15	48,623	49,705	50,787
17	16	49,137	50,219	51,301
18	17	49,651	50,733	51,815
19	18	50,165	51,247	52,329
20	19	50,679	51,761	52,843
21	20	51,193	52,275	53,357
22	21	51,707	52,789	53,871
23	22	52,221	53,303	54,385
24	23	52,735	53,817	54,899
25	24	53,249	54,331	55,413
26	25			55,927
27	26			56,441

Hot Springs School District			
Salary Schedule 2016-2017			
9 1/4 Month (190 days) Contract			
Nurses			
Salary Schedule Step	Years Experience	LPN	RN
1	0	38,749	39,831
2	1	39,263	40,345
3	2	39,777	40,859
4	3	40,291	41,373
5	4	40,805	41,887
6	5	41,319	42,401
7	6	41,833	42,915
8	7	42,347	43,429
9	8	42,861	43,943
10	9	43,375	44,457
11	10	43,889	44,971
12	11	44,403	45,485
13	12	44,917	45,999
14	13	45,431	46,513
15	14	45,945	47,027
16	15	46,459	47,541
17	16	46,973	48,055
18	17	47,487	48,569
19	18	48,001	49,083
20	19	48,515	49,597
21	20	49,029	50,111
22	21	49,543	50,625
23	22	50,057	51,139
24	23		
25	24		
26	25		
27	26		

Hot Springs School District		
Salary Schedule 2016-2017		
Pupil Personnel/Human Service (190 days)		
With Bachelors Degree		
Salary Schedule Step	Years Experience	
1	0	41,749
2	1	42,263
3	2	42,777
4	3	43,291
5	4	43,805
6	5	44,319
7	6	44,833
8	7	45,347
9	8	45,861
10	9	46,375
11	10	46,889
12	11	47,403
13	12	47,917
14	13	48,431
15	14	48,945
16	15	49,459
17	16	49,973
18	17	50,487
19	18	51,001
20	19	51,515
21	20	52,029
22	21	52,543
23	22	53,057
24	23	
25	24	
26	25	
27	26	

Hot Springs School District Salary Schedule		
Salary Schedule 2016-2017		
Occupational & Physical Therapist - 178 Days		
Salary Schedule Step	Years Experience	
1	0	56,738
2	1	57,252
3	2	57,766
4	3	58,280
5	4	58,794
6	5	59,308
7	6	59,822
8	7	60,336
9	8	60,850
10	9	61,364
11	10	61,878
12	11	62,392
13	12	62,906
14	13	63,420
15	14	63,934
16	15	64,448
17	16	64,962
18	17	65,476
19	18	65,990
20	19	66,504
21	20	67,018
22	21	67,532
23	22	68,046
24	23	68,560
25	24	69,074

Hot Springs School District			
Salary Schedule 2016-2017			
Behavior Specialist (190 days) Contract			
Salary Schedule Step	Years Experience	Masters Plus 30	PhD
1	0	66,500	
2	1	67,014	79,800
3	2	67,528	80,314
4	3	68,042	80,828
5	4	68,556	81,342
6	5	69,070	81,856
7	6	69,584	82,370
8	7	70,098	82,884
9	8	70,612	83,398
10	9	71,126	83,912
11	10	71,640	84,426
12	11	72,154	84,940
13	12	72,668	85,454
14	13	73,182	85,968
15	14	73,696	86,482
16	15	74,210	86,996
17	16	74,724	87,510
18	17	75,238	88,024
19	18	75,752	88,538
20	19	76,266	89,052
21	20	76,780	89,566
22	21	77,294	90,080
23	22	77,808	90,594
24	23		91,108
25	24		
26	25		
27	26		
* Position requires Masters plus 30 hours of education			

8.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his designee(s), but shall not be part of the personnel policies of the District.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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.

Date Adopted:

Last Revised:

8.4—CLASSIFIED EMPLOYEES DRUG TESTING

Scope of Policy

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

- 1) The employee shall possess a current commercial vehicle drivers license for driving a school bus;
- 2) Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
- 3) A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee's signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

Methods of Testing

The collection, testing methods and standards shall be determined by the agency or other medical organizations chosen by the School Board to conduct the collection and testing of samples. The drug and alcohol testing is to be conducted by a laboratory certified pursuant to the most recent guidelines issued

by the United States Department of Health and Human Services for such facilities (“Mandatory Guidelines for Federal Workplace Drug Testing Programs”).

Definitions

“Safety sensitive function” includes:

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

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

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

Requirements

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

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

Prohibitions

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

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

Testing for Cause

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

Refusal to Submit

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

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

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

Consequences for Violations

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

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

remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver's removal from duty.

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

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § part 40
 49 C.F.R. § 390.5
 Arkansas Division of Academic Facilities and Transportation Rules Governing
 Maintenance and Operations of Arkansas Public School Buses and Physical
 Examinations of School Bus Drivers

Date Adopted:

Last Revised:

8.5 - SICK LEAVE POLICY

Purpose

To provide leave as a result of personal or family illness for persons employed by the district.

Definitions

- A. Teacher – any full time employee required by law to secure a license from the State Board of Education as a condition of employment.
- B. Employee – any person employed by the district who works not less than twenty (20) hours per week, other than a teacher.
- C. Sick leave – absence from duties with full pay for the reason of personal illness or injury, or illness or injury in one's immediate family including death, except due to personal injury resulting from either an assault or other violent criminal act as provided by law.
- D. Immediate family – spouse, children (including stepchildren), grandchildren (including step grandchildren), parents (including stepparents), brothers, sisters, and any other relative living in the same household.
- E. Accumulated sick leave – the total number of days of unused sick leave of the individual, with a maximum of ninety (90) days.
- F. Leave of absence – absence from duties without pay.
- G. Assault or other criminal act – an unlawful act committed against a teacher or employee in the course of public school employment.

Benefits

- A. Employees on nine and one quarter and ten month contracts shall be entitled to 11 days of paid sick leave per year. Employees on eleven month contracts will be entitled to 12 days, and employees on twelve month contracts will be entitled to 13 days per year.
Said 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 may be requested to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.
- B. Unused sick leave shall accumulate to a maximum of ninety (90) days. Any portion of accumulated sick leave days may be used under this policy.
- C. Two (2) days of sick leave may be used annually for the purpose of personal business.
- D. Employees shall be allowed each year, in addition to sick leave, a maximum of five (5) days of paid leave for funeral attendance and/or business related thereto for the death of any of the following: **1.** spouse, **2.** employee and spouse's children, grandchildren, parents, grandparents, brothers and sisters, **3.** any in-law of the employee, and **4.** any other relative living in the same household of the employee. In addition, the Superintendent, in his/her sole discretion and under unique or extenuating circumstances, may grant leave under this section 4 for the death of a person other than those specifically named herein. If regular sick leave is utilized in addition to the five (5) days provided herein, relatives included in this section 4 shall be considered immediate family for purposes of said sick leave use for a death.
- E. Any teacher or employee who has accumulated ninety (90) days of sick leave will be credited with 11 bonus days at the beginning of the next contract year. Any bonus days not used during the year will be reimbursed to the teacher or employee at the end of the school year at the rate of \$70.00 per day in the form of a bonus.
- F. Upon retirement, a teacher or employee shall receive \$70.00 per day for up to 101 accumulated sick leave days.
- G. A teacher resigning and being re-employed within two (2) years, and a teacher granted a leave of absence, shall have accumulated sick leave benefits restored.
- H. Salary deductions of a daily rate for each absence of a teacher or employee due to illness or injury of the person or immediate family that is in excess of accumulated sick leave days shall be made, based upon the teacher's or employee's total contract rate divided by the number of working days contracted for.
- I. A deduction of a daily rate determined as in number eight (8) above shall be made from the last paycheck of a teacher or 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.
- J. A teacher or employee leaving another school district in the state of Arkansas to accept employment with the district shall be credited with sick leave days accumulated in the other district to a maximum of ninety (90) days.
- K. Any teacher or employee shall be granted a leave of absence with pay for a maximum of one (1) year for an absence resulting from personal injury caused by an assault or other violent criminal act against the teacher or employee while in the course of employment with the district. Leave provided under this paragraph shall not be charged against sick leave benefits provided under this policy. Requirements of the policy on illness or injury from assault or violent criminal act must be met.

- L. An employee who elects to T-DROP under the Teacher Retirement System shall be eligible to receive payment of \$70.00 per day for accumulated sick leave days up to 101 days, under the following conditions and restrictions:
- 1) Written notice to receive payment must be given to the Superintendent at the time of the election to T-DROP.
 - 2) The number of days the employee elects to receive compensation for must be specified.
 - 3) The option to receive payment for days may only be exercised the first time the employee is eligible to T-DROP.
 - 4) The days the employee is compensated for shall be considered to have been used as sick leave days. An employee who is a member of the sick leave bank of the District on the date of the exercise of the option to T-DROP shall be eligible to remain a member of the bank, subject to all the terms and conditions of the sick leave bank policy.

Medical Certification and Excessive Absences

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

Should a teacher be absent frequently during a school year, and said absences are not subject to FMLA leave, and if such a pattern of absences continues, or is reasonably expected to continue, the Superintendent may relieve the teacher of his assignment (with Board approval) and assign the teacher substitute duty at the teacher’s daily rate of pay. Should the teacher fail, or otherwise be unable, to report for substitute duty when called, the teacher will be charged a day of sick leave, if available or if unavailable, the teacher will lose a day’s wages at his/her daily rate of pay.

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

If the employee's absences are not subject to the FMLA, or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to an extent that the education of students or the operation of the district is substantially adversely affected (at the determination of the principal or Superintendent), may result in dismissal.

Adopted (revised) 3-17-15
Effective 7-1-15

8.6 - SICK LEAVE BANK

SECTION ONE:

The purpose of the Sick Leave Bank is to provide leave for long term illness or injury to eligible teachers and employees under the terms and conditions of this policy, when no other assistance is available.

Eligibility for Membership

Teachers and employees who are members of the bank on the effective date of this policy shall remain members unless they withdraw pursuant to the terms of this policy.

Upon enrollment in the bank one (1) day of sick leave must be contributed by the teacher or employee. Enrollment or cancellation of membership must be made in writing no later than October 15 of each year. There will be no refund of contributed days upon cancellation of membership.

Administrative Committee

Administration of the bank shall be the duty and responsibility of a seven (7) member committee. Committee members serving on the effective date of this policy shall remain members until the expiration of their terms.

The committee shall consist of one (1) each of the following:

- A. Administrative assistant
- B. Building supervisor
- C. K-5 teacher
- D. Middle School teacher
- E. High School teacher
- F. Non-certified employee
- G. Teacher-at-large

Terms of members shall be three (3) years and the year shall run from July 1 to June 30.

The committee shall elect a chairperson by majority vote.

Vacancies on the committee during a term shall be filled by majority vote of the committee, and the elected member shall serve the remainder of the vacant term.

Members, other than vacancies occurring during a term, shall be elected by a plurality of votes of members of the bank.

The committee shall establish times and procedures for meetings, upon majority vote of the committee.

Withdrawal of days – procedures, conditions, requirements and exceptions:

The committee shall have sole discretion, by majority vote of a quorum, to determine eligibility for withdrawal of days from the bank. The committee may require any information it deems necessary to make a decision, under the circumstances.

The following conditions must be met to be eligible to withdraw days from the bank:

- A. All available regular sick leave days must have been used.
- B. Twenty (20) days of continuous absence due to illness or injury. This condition may be waived by the committee in the following circumstances:
 - 1) Medically certified absences of less than 20 days each, continuing over a period of time, AND
 - 2) Medically certified treatment for conditions such as, but not limited to, chemotherapy or absence because of chronic illness, AND
 - 3) A total of twenty (20) days absence for the condition.

Requests for withdrawal from the bank must be in writing on a form approved by the committee and must be accompanied by a statement from a licensed physician stating the need for continued absence, duration thereof and expected date of return. The statement shall clearly indicate the conditions requiring the absence.

A member may receive three (3) grants of leave from the bank, a maximum of ten (10) days each, per contract year. In no event shall more than thirty (30) days be granted in a contract year.

Any grant of days shall be retroactive to the date of eligibility for days from the bank, under the terms of this policy.

Assessment of days

Each member shall be assessed one (1) day of sick leave at the beginning of each contract year. This assessment of one (1) day may be waived, at the discretion of the committee, if the bank has in excess of 500 days as of July 1 of any year.

The committee shall have the discretion to assess one (1) additional day per fiscal year, for each member, if the number of available days becomes too low in the judgment of the committee. New members shall be required to contribute two (2) days to enroll if such additional assessment is made. Members without available days to assess shall be required to contribute said additional days at the beginning of the next contract year.

Days contributed, assessed, or owed shall not be refunded for any reason, except if a member withdraws between the beginning of his/her contract year and October 15 of that year, days assessed for that year only shall be refunded.

SECTION TWO: VOLUNTARY SHARED SICK LEAVE

The purpose of this section is to provide economic relief for employees who, by reason of absence caused by a medically certified serious illness, accident, or injury, who are likely to suffer financial hardship. The provisions contained in the first section of the SICK LEAVE BANK policy set forth above do not apply to this SHARED SICK LEAVE section.

Any employee who has in excess of five (5) sick days accumulated is eligible, subject to certain restrictions, to donate leave to an employee who qualifies and is approved by the Superintendent or designee to receive leave.

Restrictions on donated leave:

- 1) To be eligible to receive donated sick leave days, any full time employee must request shared sick leave days and provide medical certification, satisfactory to the Superintendent or designee, stating the employee has a serious illness, accident, or injury, as ordinarily defined by the medical profession.
- 2) The Superintendent or designee shall have sole authority or discretion to grant shared sick leave days.
- 3) All donations must be in writing and must be signed by the donating employee. The employee receiving the leave must be named and the amount of sick leave donated must be specified. The donor and the donee must complete and submit, to the Superintendent or designee, appropriate forms requesting and donating leave as provided by the district.
- 4) An employee donating sick leave may not reduce his or her annual sick leave balance below one half (1/2) of what that person can earn in a year. The maximum number of sick leave days donated by any one employee shall not exceed five (5).
- 5) The total maximum number of shared sick leave days a donee shall be eligible to receive per contract year is twenty (20).
- 6) The donating employee may not receive compensation in any form for the donation of leave.

SECTION THREE: EMERGENCY GRANT

In the event of a prolonged illness or serious accident, an emergency grant up to (10) days may be requested by the employee. (All days accumulated under sick, personal leave, and/or granted from the sick leave bank, and voluntary shared sick leave must be used prior to issuance of an emergency grant) It is designed to help in those rare instances when the person does not qualify for sick leave bank but has experienced a prolonged illness or serious accident documented by medical records. Once an employee uses any part of this emergency grant one year must elapse before the grant can become available again. The Superintendent or designee will make the decision on whether an extended leave request will be approved or denied.

Date Adopted:

Date Revised:

8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

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

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

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

- 1) Athletic or academic events related to a public school district; and
- 2) Meetings and conferences related to education.

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

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

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee’s absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

Personal leave does not accumulate from one contract year to the next. Personal leave days that are not used in a contract year shall carry over to the next year as sick leave days.

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

Professional Leave

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

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

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost

of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee/District.

Legal Reference: A.C.A. § 6-17-211

Date Adopted:
Last Revised:

8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS

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

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

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

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

Legal References: A.C.A. § 12-12-913 (g) (2)
Arkansas Department of Education Guidelines for "Megan's Law"
A.C.A. § 5-14-132

Date Adopted:
Last Revised:

8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted:

Last Revised:

8.10—JURY DUTY –CLASSIFIED PERSONNEL

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

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

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

Legal Reference: A.C.A. § 16-31-106

Date Adopted:

Last Revised:

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Hot Springs School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours. It also requires that employees be compensated for

workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily or through compensatory time off.

Definitions

Covered Employees (also defined as non-exempt employees) - those employees who are not exempt, generally termed classified, and include bus drivers, clerical workers, maintenance personnel, custodians, transportation workers, receptionists, paraprofessionals, food service workers, secretaries, and bookkeepers.

Exempt Employees - those employees who are not covered under the FLSA. They include administrators and professional employees such as teachers, counselors, registered nurses, and supervisors. Any employee who is unsure of their coverage status should consult with the District's Administration.

Overtime - hours worked in excess of forty (40) per workweek. Compensation given for hours **not** worked such as for holidays or sick days do **not** count in determining hours worked per workweek.

Regular Rate of Pay - includes all forms of remuneration for employment and shall be expressed as an hourly rate. For those employees previously paid on a salary basis, the salary shall be converted to an hourly equivalent. Employees shall be paid for each and every hour worked.

Straight time pay - the amount of hourly compensation an employee receives for each hour worked during that week.

Workweek - the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

Employment Relationships

The District does not have an employment relationship in the following instances:

- 1) Between the District and student teachers;
- 2) Between the District and its students; and
- 3) Between the District and individuals who as a public service volunteer or donate their time to the District without expectation or promise of compensation.

The District does not have a joint employment relationship in the following instances:

- 1) Between the District and off-duty policemen or deputies who are hired on a part-time basis for security purposes or crowd control. The District is separate from and acts independently of other governmental entities.
- 2) Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

Each employee is to personally record his or her own times. Any employee who signs in or out (or who punches a time clock) for another employee or who asks another employee to do so for him or her will be dismissed.

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay. Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

Each employee working more than twenty (20) hours per week shall be provided two (2), paid, fifteen (15) minute duty free breaks per workday.

Meal periods which are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable. Employees with a bona fide meal period shall be completely relieved of their duty to allow them to eat their meal, which they may do away from their work site, in the school cafeteria, or in a break area.

The employee shall not engage in any work for the District during meal breaks except in rare and infrequent emergencies.

Covered employees who work thirty-five (35) hours a week and receive a duty free meal period shall not be entitled to receive the two (2) paid breaks for working more than twenty (20) hours.

Overtime

Covered employees shall be compensated at not less than one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek. Overtime compensation shall be computed on the basis of the hours worked in each week and may not be waived by either the employee or the District. Overtime compensation shall be paid on the next regular payday for the period in which the overtime was earned.

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for

each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over forty (40) in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is twenty (20). The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.

An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used.

- 1) The average regular rate received by the employee during the last 3 years of employment; or
- 2) The final regular rate received by the employee.

Overtime Authorization

There will be instances where the district's needs necessitate an employee work overtime. It is the Board's desire to keep overtime worked to a minimum. To facilitate this, employees shall receive authorization from their supervisor in advance of working overtime except in the rare instance when it is unforeseen and unavoidable.

All overtime worked will be paid in accordance with the provisions of the FLSA, but unless the overtime was pre-approved or fit into the exceptions noted previously, disciplinary action shall be taken for failure to follow District policy. In extreme and repeated cases, disciplinary action could include the termination of the employee.

Leave Requests

All covered employees shall submit a leave request form prior to taking the leave if possible. If a request for leave was not possible in advance due to unforeseen or emergency circumstances, the leave form shall be turned in the day the employee returns to work. Unless specifically granted by the Board for special circumstances, the reason necessitating the leave must fall within District policy.

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.

Record Keeping and Postings

The District shall keep and maintain records as required by the FLSA for the period of time required by the act.

The District shall display minimum wage posters where employees can readily observe them.

Cooperation with Enforcement Officials

All records relating to the FLSA shall be available for inspection by, and District employees shall cooperate fully with, officials from the Department of Labor (DOL) and/or its authorized representatives in the performance of their jobs relating to:

- 1) Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- 2) Entering, inspecting, and/or transcribing the premises and its records;
- 3) Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

Legal References: 29 USC § 206(a), ACA § 6-17-2203
 29 USC § 207(a)(1), 29 CFR § 778.100
 29 USC § 207(o), 29 CFR § 553.50
 29 USC § 213(a), 29 CFR §§ 541 et seq.
 29 CFR § 778.218(a)
 29 USC § 207(e), 29 CFR § 778.108
 29 CFR § 778.105
 29 CFR §§ 785.9, 785.16
 29 CFR § 516.2(7)
 29 CFR §§ 785.1 et seq.
 A.C.A. § 6-17-2205 and 2207
 29 CFR §§ 785.19
 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 –
 553.32
 29 CFR § 778.106
 29 USC § 207(g)(2), 29 CFR § 778.115
 29 USC § 207(o)(2)(A), 29 CFR § 553.23
 29 CFR § 553.20
 29 USC § 207(o)(4), 29 CFR § 553.27
 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
 29 CFR § 516.4
 29 CFR §§ 516.5, 516.6
 29 USC § 211(a)(b)

Date Adopted:

Last Revised:

8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

For employees who work two or more jobs for the District, the superintendent or designee shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.26, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND
 WORKERS' COMPENSATION

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

Date Adopted:

Last Revised:

8.13—CLASSIFIED EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.

If the employee provides false or misleading information, or if he/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's application information is discovered to be other than as was represented by the employee, either in writing on application materials or in the form of representations made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity, age, or disability, or genetic information.

Inquiries on non discrimination may be directed to District Equity Coordinator, who may be reached at 400 Linwood Avenue, Hot Springs, Arkansas 71913; 501-624-3372 ext. 1054.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

In accordance with Arkansas law, the District provides a veteran preference to applicants who qualify for one of the following categories:

- 1) a veteran without a service-connected disability;
- 2) a veteran with a service-connected disability; and
- 3) a deceased veteran's spouse who is unmarried throughout the hiring process.

For purposes of this policy, **veteran** is defined as:

- 1) A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or

- 2) Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

- 1) Indicate on the employment application the category the applicant qualifies for;
- 2) Attach the following documentation, **as applicable**, to the employment application:
 - a) Form DD-214 indicating honorable discharge;
 - b) A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - c) Marriage license;
 - d) Death certificate;
 - e) Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

Legal References: A.C.A. § 6-17-414
 A.C.A. § 21-3-302
 A.C.A. § 21-3-303
 A.C.A. § 25-19-101 et seq.
 28 C.F.R. § 35.106
 29 C.F.R. part 1635
 34 C.F.R. § 100.6
 34 C.F.R. § 104.8
 34 C.F.R. § 106.9
 34 C.F.R. § 108.9
 34 C.F.R. § 110.25

Date Adopted:

Last Revised:

8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

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

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

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

The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted:

Last Revised:

8.15—CLASSIFIED PERSONNEL TOBACCO USE

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted:

Last Revised:

8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted:

Last Revised:

8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

- 1) Using students for preparation or dissemination of campaign materials;
- 2) Distributing political materials;
- 3) Distributing or otherwise seeking signatures on petitions of any kind;
- 4) Posting political materials; and
- 5) Discussing political matters with students, in or out of the classroom, in other than circumstances appropriate to the employee's responsibilities to the students and where a legitimate pedagogical reason exists.

Date Adopted:

Last Revised:

8.18—CLASSIFIED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted:

Last Revised:

8.19—CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

- A. Grievance - a claim or concern related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules, federal or state laws and regulations, or terms or conditions of employment, raised by an individual employee of this school district. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. A group of employees who have the same grievance may file a group grievance.
- B. Group Grievance - a grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)
 - 1) More than one individual has interest in the matter; and
 - 2) The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
 - 3) The group has designated an employee spokesperson to meet with administration and/or the board; and
 - 4) All individuals within the group are requesting the same relief.
- C. Employee - any person employed under a written contract by this school district.
- D. Immediate Supervisor - the person immediately superior to an employee who directs and supervises the work of that employee.
- E. Working day - Any weekday other than a holiday whether or not the employee under the provisions of their contract is scheduled to work or whether they are currently under contract.

Process

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the

specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom

half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event that the employee's immediate supervisor is the building principal, the superintendent.

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

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

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

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

The school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievable. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own

choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

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

Reprisals

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

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

Date Adopted:

Last Revised:

8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Supervisor's Response

Date submitted to recipient: _____

Date Adopted:
Last Revised:

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Hot Springs School District is committed to having an academic and work environment in which all students and employees are treated with respect and dignity. Student achievement and amicable working relationships are best attained in an atmosphere of equal educational and employment opportunity that is free of discrimination. Sexual harassment is a form of discrimination that undermines the integrity of the educational environment and will not be tolerated.

Believing that prevention is the best policy, the district will periodically inform students and employees about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress that is available. The information will stress that the district does not tolerate sexual harassment and that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences.

It shall be a violation of this policy for any student or employee to be subjected to or to subject another person to, sexual harassment as defined in this policy. Any employee found, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

Sexual harassment refers to unwelcome sexual advances, requests for sexual favors, or other personally offensive verbal, visual, or physical conduct of a sexual nature made by someone under any of the following conditions:

- 1) Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
- 2) Submission to, or rejection of, such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; and/or
- 3) Such conduct has the purpose or effect of substantially interfering with an individual's academic or work performance or creates an intimidating, hostile, or offensive academic or work environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature which has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employee's ability to participate in, or benefit from, an educational program or activity or their employment environment.

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

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

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, administrator, or Title IX coordinator who will assist them in the complaint process. Under no circumstances shall an employee be required to first report allegations of sexual harassment to a school contact person if that person is the individual who is accused of the harassment. To the extent possible, complaints will be treated in a confidential manner. Limited disclosure may be necessary in order to complete a thorough investigation.

Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form.

Employees who knowingly fabricate allegations of sexual harassment shall be subject to disciplinary action up to and including termination.

Individuals who withhold information, purposely provide inaccurate facts, or otherwise hinder an investigation of sexual harassment shall be subject to disciplinary action up to and including termination.

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

Date Adopted:

Last Revised:

8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Date Adopted:

Last Revised:

8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Hot Springs School District provides computers and/or computer Internet access for many employees to assist employees in performing work related tasks. Employees are advised that they enjoy **no expectation of privacy** in any aspect of their computer use, including email, and that under Arkansas law both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization,

disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The designated District Technology Administrator or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

Legal References: Children’s Internet Protection Act; PL 106-554
 20 USC 6777
 47 USC 254(h)
 A.C.A. § 6-21-107
 A.C.A. § 6-21-111

Date Adopted:
Last Revised:

8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

PERSONNEL INTERNET ACCEPTABLE USE POLICY

Name (Please Print) _____

School _____ Date _____

The Hot Springs School District agrees to allow the employee identified above (“Employee”) to use the district’s technology to access the Internet under the following terms and conditions:

Conditional Privilege

The use of Hot Springs School District’s technology is a privilege, not a right. Staff must supervise students’ use of technology at all times. The Employee agrees that in using the District’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 District’s Internet access interfere with, or detract from, the performance of his/her job-related duties

Access Statement

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

Social Networking

1. Prior to establishing professional social media accounts, a written explanation of the purpose of the account should be provided to district level administrators for approval.
2. If the District approves the use of professional social media accounts, parents/guardians should be notified of the purpose and provided an opportunity to “opt out.”
3. E-mail and/or social media tools and accounts should be kept separate. Professional accounts should be created and maintained separately for student and/or parent interaction and communications.
4. Personal accounts should be for personal use only. School personnel should not add students and/or parents as “friends” or “associates” to personal accounts.
5. Use of social media during business/school hours should be on professional accounts and for professional or educational use only.
6. Digital correspondence between school personnel, students, or parents should be limited to professional and educational purposes only, and be conducted at appropriate times.
7. Images, audio, or videos of any school activities or students should not be digitally transmitted or streamed without prior written parental consent and/or must adhere to local district policies.

Acceptable Uses

1. Classroom assignments requiring Internet research
2. Career development activities
3. School Sponsored email
4. Approved use of Web Applications for instructional use.
5. Educational research

Unacceptable Uses

1. Use of swear words, vulgarities, or any other inappropriate language in any messages or web pages.
2. Accessing any site on the Internet that is not consistent with the educational objectives of the District.
3. Participating in “Cyber Bullying” such as personal attacks and/or threats on/against anyone.
4. Using the network/Internet for any illegal activity, including violation of copyright laws or other contracts or transmitting any material in violation of any federal, state or local law
5. Sending, receiving, viewing, or downloading any illegal material
6. Unauthorized downloading or installing of software to any District electronic devices or any electronic device, such as an mp3 player
7. Using the computer system for private financial or commercial gain
8. Wastefully using resources, such as bandwidth, file space, paper, and ink/toner
9. Gaining unauthorized access to resources or entities (hacking)
10. Using the computer system for commercial or private advertising
11. Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material
12. Using the computer system while access privileges are suspended or revoked
13. Vandalizing the computer system, including, but not limited to, modifying or destroying any other peripheral equipment, or destroying data by creating or spreading viruses and/or by any other means
14. Forging, intercepting, or interfering with electronic mail messages
15. Accessing or attempting to access instant messages, non-educational chat rooms, forums that are not school-related, private e-mail, message boards, blogs or wikis that are not school-related.
16. Failing to respect the District’s computer system’s resource limits
17. Using the computer system to disrupt others
18. Reading, modifying or deleting data owned by others, except as otherwise provided in this policy.
19. Bypassing or attempting to bypass the District’s Internet filter or other security measures through means such as, but not limited to, online proxies, bootable media, IP spoofing, etc.
20. Intentionally damaging the system, information belonging to others, or system resources, or allowing others to misuse system resources.
21. Attempting to vandalize computers, networks, printers, or other associated equipment or system resources. Alteration or vandalism includes, but not limited to, removal of parts, intentional destruction of equipment, attempting to degrade or disrupt system performance, or attempting to make system resources unusable.
22. Users shall not relocate or remove technology equipment (hardware or software) from its location without permission from the HSSD Technology Department.
23. Users shall not use system resources to distribute or provide personal information or addresses that others may use inappropriately.
24. Users should be aware that electronic mail (e-mail) and all other files stored on the District’s network are the property of Hot Springs School District.
25. Users should not send any messages or create any files that they would not want to be made public. Space restrictions will be implemented according to District guidelines.
26. Users shall maintain a strong password on District computers, email system, and any other network logins at all times.
27. Teachers are strictly prohibited from allowing students to use their logins/credentials on any device on the district’s network or to provide any other unauthorized access at any time

Violations Consequences

1st Offense: Warning and documentation in personnel file

2nd Offense: Disciplinary action and formal improvement plan

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

Internet Access

1. All Internet usage is monitored, and users should expect that their use may be reviewed at any time by the principal or superintendent or his/her designee.
2. Staff will be issued an e-mail account for educational use.

Responsibility

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

No Expectation of Privacy

Users should not expect privacy in the contents of their personal files stored on the District's network; they must realize that any information stored electronically on school-owned equipment is subject to Arkansas' Freedom of Information Act. The District reserves the right to monitor, inspect, copy, review and store at any time and without prior notice, any and all usage of the computer network and/or internet usage.

Liability Disclaimer

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

Staff Agreement

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

Staff Name: _____ **Email:** _____ **(Print)**

Staff Signature: _____ **Date:** _____

Adopted by Board of Education
January 17, 2012

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE – FMAL LEAVE GENERALLY

Definitions

A. Eligible Employee - an employee who has

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

B. FMLA - the Family and Medical Leave Act

C. Health Care Provider -

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- 2) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- 3) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- 4) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement; or
- 5) Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

- D. Instructional Employee is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.
- E. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.
- F. Next of Kin - used in respect to an individual, means the nearest blood relative of that individual.
- G. Parent - the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents "in-law."
- H. Serious Health Condition - an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.
- I. Son or daughter - for numbers 1, 2, or 3 below, is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- J. Year - the twelve (12) month period of eligibility shall begin on July first of each school-year.

Policy

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

Leave Eligibility

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

- 1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- 2) Because of the placement of a son or daughter with the employee for adoption or foster care;
- 3) To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- 4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; and

- 5) Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
- 6) To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury. (See Section Two)

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

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

Concurrent Leave Under the FMLA

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

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

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

No employee on FMLA leave for their own serious medical condition may perform work at another, non-district job while on FMLA leave. Except as provided in policy 8.36, employees who do perform work at another, non-district job while on FMLA leave for their own serious medical condition will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

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

Health Insurance Coverage

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

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

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

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 the employee was entitled has expired, the District may recover the premiums it paid to maintain health care coverage unless:

- 1) 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
- 2) Other circumstances exist beyond the employee's control.

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

Reporting Requirements During Leave

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

Return to Previous Position

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority.

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave

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

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

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

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

Unforeseeable Leave

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

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

Medical Certification

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

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

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

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

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

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

Substitution of Paid Leave

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

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

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

Return to Work

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

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

Failure to Return to Work

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of his/her contract.

Intermittent or Reduced Schedule Leave

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

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

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

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO - FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

Qualifying Exigency

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.

Definitions

A. Covered active duty:

- 1) 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
- 2) 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.

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

Certification

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

Employee Notice to District

Foreseeable Leave

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

Unforeseeable Leave

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

notify the District as required unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and who's FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Serious Illness

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

Definitions

A. Covered Service Member –

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

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

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

- C. Parent of a covered servicemember - a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- D. Serious Injury or Illness –
- 1) 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
 - 2) 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.
- E. Son or daughter of a covered servicemember - a covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.²
- F. Year - for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve (12) months after that date.

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

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

married couple's twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One.

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

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

Medical Certification

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

Employee Notice to District

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with not less than thirty (30) days' notice before the date the employee intends for the leave is to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

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

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

Special Provisions relating to Instructional Employees (as defined in this policy)

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND
 WORKERS' COMPENSATION

Legal References: 29 USC §§ 2601 et seq.
 29 CFR part 825

Date Adopted:
Last Revised:

* All school districts are covered under the Family and Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has fifty (50) or more employees within a seventy-five (75) - mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than fifty (50) employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

29 CFR 825.113 - What is a "serious health condition" entitling an employee to FMLA leave?

- 1) For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in § 825.114 or continuing treatment by a health care provider as defined in § 825.115.
- 2) The term "incapacity" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.
- 3) The term "treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- 4) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR 825.114 - Inpatient Care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in § 825.113(b), or any subsequent treatment in connection with such inpatient care

29 CFR 825.115 - Continuing Treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 1) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - b) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
 - c) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.
 - d) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
 - e) The term “extenuating circumstances” in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.
- 2) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. See also § 825.120.
- 3) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
 - b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- 4) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- 5) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

- a) Restorative surgery after an accident or other injury; or
 - b) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
- 6) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

Legal References: A.C.A. § 6 –19-120
 A.C.A. § 27-51-1504
 A.C.A. § 27-51-1609

Date Adopted:
 Last Revised:

8.25—CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.¹

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

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.³

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.⁴

Cross References: 4.47— POSSESSION AND USE OF CELL PHONES AND OTHER
 ELECTRONIC DEVICES
 7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

Legal References: IRS Publication 15 B
 A.C.A. § 27-51-1602
 A.C.A. § 27-51-1609

Date Adopted:
Last Revised:

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

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

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

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

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

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

Definitions

- A. Attribute - an actual or perceived personal characteristic including without limitation race, color, religion, ancestry, national origin, socioeconomic status, academic status, disability, gender, gender identity, physical appearance, health condition, or sexual orientation;
- B. Bullying - the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:
 - 1) Physical harm to a public school employee or student or damage to the public school employee's or student's property;
 - 2) Substantial interference with a student's education or with a public school employee's role in education;
 - 3) A hostile educational environment for one (1) or more students or public school employees due to the severity, persistence, or pervasiveness of the act; or
 - 4) Substantial disruption of the orderly operation of the school or educational environment;
- C. Electronic act - without limitation a communication or image transmitted by means of an electronic device, including without limitation a telephone, wireless phone or other wireless communications device, computer, or pager that results in the substantial disruption of the orderly operation of the school or educational environment.

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

- D. Harassment - a pattern of unwelcome verbal or physical conduct relating to another person's constitutionally or statutorily protected status that causes, or reasonably should be expected to cause, substantial interference with the other's performance in the school environment; and
- E. Substantial disruption - without limitation that any one or more of the following occur as a result of the bullying:
- 1) Necessary cessation of instruction or educational activities;
 - 2) Inability of students or educational staff to focus on learning or function as an educational unit because of a hostile environment;
 - 3) Severe or repetitive disciplinary measures are needed in the classroom or during educational activities; or
 - 4) Exhibition of other behaviors by students or educational staff that substantially interfere with the learning environment.

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

- 1) Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- 2) Pointed questions intended to embarrass or humiliate,
- 3) Mocking, taunting or belittling,
- 4) Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
- 5) Demeaning humor relating to a student's race, gender, ethnicity or actual or perceived attributes,
- 6) Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- 7) Blocking access to school property or facilities,
- 8) Deliberate physical contact or injury to person or property,
- 9) Stealing or hiding books or belongings,
- 10) Threats of harm to student(s), possessions, or others,
- 11) Sexual harassment, as governed by policy 8.20, is also a form of bullying, and/or
- 12) Teasing or name-calling based on the belief or perception that an individual is not conforming to expected gender roles (Example: "Slut") or conduct or is homosexual, regardless of whether the student self-identifies as homosexual (Examples: "You are so gay." "Fag" "Queer").

Legal Reference: A.C.A. § 6-18-514

Date Adopted:

Last Revised:

8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

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

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

Legal Reference: A.C.A. § 6-17-1308

Date Adopted:

Last Revised:

8.28— DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District's worker's compensation carrier's expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker's compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL
WORKPLACE INJURIES AND WORKERS' COMPENSATION.

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

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

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

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

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

Any employee who must take prescription medication at the direction of the employee's physician, and who is impaired by the prescription medication such that he/she cannot properly perform his/her duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his/her supervisor, will be sent home. The employee shall be given sick leave, if owed any. The District or employee will provide transportation for the employee, and the employee may not leave campus while operating any vehicle. It is the responsibility of the employee to contact his/her physician in order to adjust the medication, if possible, so that the employee may return to his/her job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he/she will, again, be sent home and given sick leave, if owed any. Should the employee attempt to return to work while impaired by prescription medication a third time the employee may be subject to discipline, up to and including a recommendation of termination.

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

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

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

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

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

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

Legal References: 41 U.S.C. § 8101, 8103, and 8104
 A.C.A. § 11-9-102
 A.C.A. § 17-80-117

Date Adopted:

Last Revised:

8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

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

Signature _____

Date _____

8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted:

Last Revised:

8.30 - NON-CERTIFIED PERSONNEL REDUCTION IN FORCE

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

In effecting a reduction in force, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long-and short-term goals of the school district in relation to the staffing of the district.

If a reduction in force becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's years of service. The employee within each occupational category with the least years experience will be laid off first. The employee with the most years of employment in the district as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working few than one hundred twenty (120) days in a school year shall not constitute a year. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a certified employee who might wish to assume a classified position to displace a classified employee.

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

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have ten (10) working days from the date that the notification is received in which to accept the offer of a

position. A lack of response or a non-renewed employee's refusal of a position shall end the district's obligation to replace the laid-off employee.

A.C.A. 6-17-2407 Date Adopted: June 26, 2007

Amendment to Noncertified (classified) Personnel Reduction in Force Policy by adding Section Two below:

SECTION TWO (Annexation or consolidation)

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

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

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

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

The intention of this section is to ensure that those Hot Springs School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the reduction-in-force policy.

Date Adopted:
Date Revised

8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1701 through 1705. The Act specifically is not made a part of this policy by this reference.

A copy of the code is available in the office of the principal of each school building.

Legal reference: A.C.A. § 6-17-2301

Date Adopted:

Last Revised:

8.32 - ASSIGNMENT OF PARAPROFESSIONALS AND CLASSIFIED EMPLOYEES

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

8.32A - ASSIGNMENT OF EXTRA DUTIES FOR NON-CERTIFIED EMPLOYEES

From time to time extra duties may be assigned to non-certified (classified) employees by the school principal or designee, or the Superintendent, as circumstances dictate.

8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR

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

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

The Hot Springs School District shall operate by the following calendar. (Insert your school calendar here.)

Legal References: A.C.A. § 6-17-2301
Arkansas Comprehensive Testing, Assessment, and Accountability Plan Rules

Date Adopted:

Last Revised:

8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

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

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief². Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

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

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

Date Adopted:
Last Revised:

8.35— OBTAINING and RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

Obtaining Eligibility Information

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

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

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

Releasing Eligibility Information

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

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
ADE Eligibility Manual for School Meals Revised July 2012
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted:

Last Revised:

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

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

A Workers' Compensation absence may run concurrently with FMLA leave (policy 8.23) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

- 1) Will be charged for a day's sick leave for the all days missed until such time as the WC claim has been approved or denied;
- 2) Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- 3) Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for 14 or more days will be credited back that portion of sick leave for the first seven (7) days of absence

that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

Cross References: 8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 - MANAGED CARE
A.C.A. § 11-9-102
A.C.A. § 11-9-508(d)(5)(A)
A.C.A. § 11-9-514(a)(3)(A)(i)

Date Adopted:
Last Revised:

8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

- A. Social Media Account - a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.
- B. Professional/education Social Media Account - an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.
- C. Blogs - a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Policy

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

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

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

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

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

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

Privacy of Employee's Social Media Accounts

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

- 1) Disclose the username and/or password to his/her personal social media account;

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

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

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

In the event that the district inadvertently obtains access to information that would enable the district to have access to an employee's personal social media account, the district will not use this information to gain access to the employee's social media account. However, disciplinary action may be taken against an employee in accord with other District policy for using district equipment or network capability to access such an account. Employees have no expectation of privacy in their use of District issued computers, other electronic device, or use of the District's network. (See policy 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY
Legal Reference: A.C.A. § 11-2-124

Date Adopted:
Last Revised:

8.38 - VACATION LEAVE

Employees issued twelve (12) months contracts will earn and accrue ten (10) days of vacation leave, with pay, each fiscal year, or a pro-rated number of days for each full month of employment if employed subsequent to the beginning of the fiscal year. Said vacation days may be taken during the fiscal year following the year in which they were earned. After completing three (3) full years of employment, an employee will earn and accrue twelve (12) days of vacation leave beginning with the fiscal year following the three (3) full years of employment. Employees under contract as of June 30, 2009 shall have a minimum of ten (10) days of vacation leave that may be used during the year beginning July 1, 2009.

Employees must have vacation days approved, in advance, by their supervisor, subject to review by the Superintendent. Vacation days may be denied if, in the opinion of the supervisor, the request for a vacation day(s) would disrupt the educational process or normal district operations.

Unused vacation leave, earned subsequent to June 30, 2009, will not accumulate from one year to another. Vacation leave (except days accumulated prior to June 30, 2009) not used during any contract year will be lost.

Upon termination of employment, for any reason, payment for unused vacation leave at the employee's daily or hourly rate of pay, whichever the case may be, will be made **ONLY** when termination coincides with the end of the contract year and the employee has been requested by the Superintendent to work through the end of the contract year in lieu of taking available vacation. Under all other circumstances, no payment will be made for accrued or unused vacation leave.

Employees terminating employment at the end of a contract year will take accumulated vacation days prior to termination, except when requested to work as set forth in the preceding paragraph.

Employees who, according to district records as of June 30, 2009, have vacation days that have been accumulated, will not lose such vacation days. However, no additional vacation days (those credited at the beginning of each subsequent contract year) shall accumulate or be carried over. The provision of this policy regarding the use of vacation days upon an employee's termination of employment shall also apply to days accumulated prior to June 30, 2009.

Adopted: June 24, 2008

8.39—DEPOSITING COLLECTED FUNDS

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

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

Date Adopted:

Last Revised:

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

A. Firearms

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

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

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

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

B. Other Weapons

An employee may possess a pocket knife which for the purpose of this policy is defined as a knife that can be folded into a case and has a blade or blades of less than three (3) inches or less each. An employee may carry, for the purpose of self-defense, a small container of pepper spray or mace which for the purpose of this policy is defined as having a capacity of 150cc or less. Employees are expected to safeguard such items in such a way as to ensure they are not possessed by students. Such items are not to be used against students, parents or other school district employees. Possession of weapons, knives or self-defense items that do not comply with the limits contained herein, the failure of an employee to safeguard such items, or the use of such items against students, parents or other school district employees may result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the employee.

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

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

Date Adopted:
Last Revised:

8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL FUNDS

For purposes of this policy, “Family member” includes:

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

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

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

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

- 1) Entertainment;
- 2) Hotel rooms;
- 3) Transportation;
- 4) Gifts;
- 5) Meals; or
- 6) Items of nominal value (e.g. calendar or coffee mug).

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

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

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner’s Memo FIN 09-036
Commissioner’s Memo FIN-10-048

Date Adopted:
Last Revised:

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted:
Last Revised:

8.42A - CRISIS PLAN

The Principal of each school shall establish a plan to deal with any threat to the safety and well-being of all persons under the jurisdiction of the District. Such threats include, but are not limited to, those related to weather, fire, bomb threats, and those caused by any persons(s) that could result in harm or injury to persons or property.

A.C.A. 6-13-620

Date Adopted:
Date Revised:

8.42B – LEAVE OF ABSENCE

The Board of Directors of the district, upon the recommendation of the Superintendent, may grant any employee a leave of absence without pay for a minimum of one (1) semester and a maximum of two (2) semesters. To be eligible, an employee must have been employed a minimum of three (3) years by the district and renewed for the fourth (4th) year.

Requests for leave of absence must be timely and made to the Superintendent in writing. Persons on leave of absence must notify the Superintendent in writing at least forty-five (45) days prior to the end of the semester in which the leave would expire of his or her desire to be re-employed the next succeeding semester.

An employee granted leave of absence shall have first choice of a vacancy in his or her area of certification or field and shall be re-employed at the option of said employee. If the employee refuses such available employment, the employee shall have no further priorities or rights to re-employment. Re-employment

may be in any building or school within the district, and does not have to be the same as the previous employment of the employee.

Date Adopted:

Date Revised:

8.42C - MOVIES IN CLASSROOMS

It is the objective of the Board that all materials used in the classroom are age appropriate and used solely for educational purposes. The Board further recognizes that there may be circumstances when materials not strictly of an educational nature may be appropriate, and the conditions of this policy shall control with regard to the use of such non-educational materials.

DEFINITIONS: For purposes of this policy, the following definitions shall apply, unless specifically stated otherwise.

- 1) **MOVIE:** Any motion picture as the term is understood in common usage, any format, including, but not limited to, videos, DVDs, etc.
- 2) **CLASSROOM:** Any location where a student or group of students is located for educational purposes or supervised activity, regardless of whether on or off of school owned or leased property.

The showing or use of any movie in any classroom, by a teacher or employee of the district, or any other person, is prohibited, except as set forth below, and except those provided by the district and/or school. In addition to movies provided for above, the principal, or designee, shall have the discretion to authorize the showing of movies for educational purposes only, provided said authorization is obtained in advance. Further, movies other than those for educational purposes, may be shown with the express authorization, obtained in advance, from the Superintendent or designee, and only in exceptional and rare circumstances, the appropriateness to be determined by the Superintendent or designee.

No movie shall be shown in violation of copyright laws or any other applicable law or regulation. The principal should be consulted if any question or concerns arise with regard to such laws or regulations.

The Superintendent will implement any regulations or procedures deemed necessary to carry out the objective and intent of this policy.

Adopted: 6-28-05 Effective: 7-1-05

8.42D - FIELD TRIP AND OFF CAMPUS ACTIVITIES LEAVE POLICY

The purpose of this policy is to clarify employees' leave when attending an off campus activity or accompanying students on a field trip.

An employee specifically requested by employee's principal or designee to accompany students, for any purpose, on a field trip, or attend an off campus activity, shall be granted professional leave during the absence from regular duties.

Any other employee attending such activities, or accompanying students on a field trip, will be required to apply for and take any applicable and appropriate available leave under the policies of the district.

This policy shall not apply to off campus activities or trips that are a regular and normal function of an employee's duties and responsibilities as part of the employee's contract with the district.

Adopted: 6-28-05 Effective: 7-1-05

8.42E - CLASSIFIED PERSONNEL POLICIES COMMITTEE

This policy shall apply to all classified employees of the district who are not required to hold a teaching license, issued by the State Board of Education, as a condition of employment.

All policies of the district shall apply to classified employees of the district, unless specifically limited to certified employees (employees required to have a teaching license issued by the State Department of Education as a condition of employment).

A classified personnel policy committee shall be formed and consist of the following:

- 1) At least one non-management representative from each of the following Classifications:
 - a. maintenance and operation and custodians
 - b. transportation
 - c. food service
 - d. secretarial and clerical
 - e. aides and paraprofessionals

- 2) No more than Three (3) "Classified Employee Administrators" designated by the Superintendent.

The committee shall have the authority, by majority vote of the committee, to change the number of members provided the number and classification of members meets the requirements set forth in A and B above.

The Classified Personnel Policies Committee shall be formed and organized pursuant to law A.C.A. 6-17-2301 -2306 and shall have the rights, duties and responsibilities prescribed by law.

The Superintendent shall establish necessary procedures and/or regulations necessary to implement this policy.

Date adopted:

Date revised:

