

# **BRINKLEY SCHOOL DISTRICT**

*Paving the Way for Every Child's Success*

## **NONCERTIFIED PERSONNEL POLICIES 2017-2018**

**Officially Adopted May 15, 2017**

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**Paul Hoggatt, Board President**

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## 8.1—NONCERTIFIED PERSONNEL SALARY SCHEDULE

### Brinkley School District Non-Licensed Salary Schedule 2017-2018

#### SECRETARIAL

Years	Executive Secretary  240 Days	Office Secretary I  240 Days	Office Secretary I/ Attendance Clerk  240 days	Office Secretary II  205 Days	Office Secretary III  215 Days
0	\$23,500	\$22,500	\$26,500	\$19,250	\$20,200
1	\$23,600	\$22,600	\$26,600	\$19,350	\$20,300
2	\$23,700	\$22,700	\$26,700	\$19,450	\$20,400
3	\$23,800	\$22,800	\$26,800	\$19,550	\$20,500
4	\$23,900	\$22,900	\$26,900	\$19,650	\$20,600
5	\$24,000	\$23,000	\$27,000	\$19,750	\$20,700
6	\$24,100	\$23,100	\$27,100	\$19,850	\$20,800
7	\$24,200	\$23,200	\$27,200	\$19,950	\$20,900
8	\$24,300	\$23,300	\$27,300	\$20,050	\$21,000
9	\$24,400	\$23,400	\$27,400	\$20,150	\$21,100
10	\$24,500	\$23,500	\$27,500	\$20,250	\$21,200
11	\$24,600	\$23,600	\$27,600	\$20,350	\$21,300
12	\$24,700	\$23,700	\$27,700	\$20,450	\$21,400
13	\$24,800	\$23,800	\$27,800	\$20,550	\$21,500
14	\$24,900	\$23,900	\$27,900	\$20,650	\$21,600
15	\$25,000	\$24,000	\$28,000	\$20,750	\$21,700
16	\$25,100	\$24,100	\$28,100	\$20,850	\$21,800
17	\$25,200	\$24,200	\$28,200	\$20,950	\$21,900
18	\$25,300	\$24,300	\$28,300	\$21,050	\$22,000
19	\$25,400	\$24,400	\$28,400	\$21,150	\$22,100
20	\$25,500	\$24,500	\$28,500	\$21,250	\$22,200

#### FINANCIAL

#### RECORDS

Years	Treasurer/ Business Manager  240 Days	Accounts Payable  240 Days	Payroll Personnel  240 days	Student Information System  240 Days	Executive Administrative Assistant  240 Days
0	\$31,500	\$25,500	\$30,500	\$26,500	\$31,500
1	\$31,600	\$25,600	\$30,600	\$26,600	\$31,600
2	\$31,700	\$25,700	\$30,700	\$26,700	\$31,700
3	\$31,800	\$25,800	\$30,800	\$26,800	\$31,800
4	\$31,900	\$25,900	\$30,900	\$26,900	\$31,900
5	\$32,000	\$26,000	\$31,000	\$27,000	\$32,000
6	\$32,100	\$26,100	\$31,100	\$27,100	\$32,100
7	\$32,200	\$26,200	\$31,200	\$27,200	\$32,200
8	\$32,300	\$26,300	\$31,300	\$27,300	\$32,300

9	\$32,400	\$26,400	\$31,400	\$27,400	\$32,400
10	\$32,500	\$26,500	\$31,500	\$27,500	\$32,500
11	\$32,600	\$26,600	\$31,600	\$27,600	\$32,600
12	\$32,700	\$26,700	\$31,700	\$27,700	\$32,700
13	\$32,800	\$26,800	\$31,800	\$27,800	\$32,800
14	\$32,900	\$26,900	\$31,900	\$27,900	\$32,900
15	\$33,000	\$27,000	\$32,000	\$28,000	\$33,000
16	\$33,100	\$27,100	\$32,100	\$28,100	\$33,100
17	\$33,200	\$27,200	\$32,200	\$28,200	\$33,200
18	\$33,300	\$27,300	\$32,300	\$28,300	\$33,300
19	\$33,400	\$27,400	\$32,400	\$28,400	\$33,400
20	\$33,500	\$27,500	\$32,500	\$28,500	\$33,500

## AREASUPERVISORS

Years	Cafeteria Supervisor	Transportation Supervisor	Maintenance Supervisor	Technology Director	District Nurse	Social Worker	SRO
	220 Days	240 Days	240 Days	240 Days	195 Days	205 Days	185 Days
0	\$25,500	\$36,750	\$38,250	\$45,000	\$29,500	\$41,200	\$17,000
1	\$25,600	\$36,850	\$38,350	\$45,100	\$29,600	\$41,300	\$17,100
2	\$25,700	\$36,950	\$38,450	\$45,200	\$29,700	\$41,400	\$17,200
3	\$25,800	\$37,050	\$38,550	\$45,300	\$29,800	\$41,500	\$17,300
4	\$25,900	\$37,150	\$38,650	\$45,400	\$29,900	\$41,600	\$17,400
5	\$26,000	\$37,250	\$38,750	\$45,500	\$30,000	\$41,700	\$17,500
6	\$26,100	\$37,350	\$38,850	\$45,600	\$30,100	\$41,800	\$17,600
7	\$26,200	\$37,450	\$38,950	\$45,700	\$30,200	\$41,900	\$17,700
8	\$26,300	\$37,550	\$39,050	\$45,800	\$30,300	\$42,000	\$17,800
9	\$26,400	\$37,650	\$39,150	\$45,900	\$30,400	\$42,100	\$17,900
10	\$26,500	\$37,750	\$39,250	\$46,000	\$30,500	\$42,200	\$18,000
11	\$26,600	\$37,850	\$39,350	\$46,100	\$30,600	\$42,300	\$18,100
12	\$26,700	\$37,950	\$39,450	\$46,200	\$30,700	\$42,400	\$18,200
13	\$26,800	\$38,050	\$39,550	\$46,300	\$30,800	\$42,500	\$18,300
14	\$26,900	\$38,150	\$39,650	\$46,400	\$30,900	\$42,600	\$18,400
15	\$27,000	\$38,250	\$39,750	\$46,500	\$31,000	\$42,700	\$18,500
16	\$27,100	\$38,350	\$39,850	\$46,600	\$31,100	\$42,800	\$18,600
17	\$27,200	\$38,450	\$39,950	\$46,700	\$31,200	\$42,900	\$18,700
18	\$27,300	\$38,550	\$40,050	\$46,800	\$31,300	\$43,000	\$18,800
19	\$27,400	\$38,650	\$40,150	\$46,900	\$31,400	\$43,100	\$18,900
20	\$27,500	\$38,750	\$40,250	\$47,000	\$31,500	\$43,200	\$19,000

## INSTRUCTIONAL SUPPORT

Years	Classroom Aide I	Classroom Aide II	Computer Lab I	Computer Lab II	Parent Center
	185 Days	185 Days	185 Days	185 Days	108 Days
0	\$16,700	\$14,550	\$16,700	\$14,500	\$20,000
1	\$16,800	\$14,650	\$16,800	\$14,600	\$20,100
2	\$16,900	\$14,750	\$16,900	\$14,700	\$20,200
3	\$17,000	\$14,850	\$17,000	\$14,800	\$20,300
4	\$17,100	\$14,950	\$17,100	\$14,900	\$20,400
5	\$17,200	\$15,050	\$17,200	\$15,000	\$20,500
6	\$17,300	\$15,150	\$17,300	\$15,100	\$20,600
7	\$17,400	\$15,250	\$17,400	\$15,200	\$20,700

8	\$17,500	\$15,350	\$17,500	\$15,300	\$20,800
9	\$17,600	\$15,450	\$17,600	\$15,400	\$20,900
10	\$17,700	\$15,550	\$17,700	\$15,500	\$21,000
11	\$17,800	\$15,650	\$17,800	\$15,600	\$21,100
12	\$17,900	\$15,750	\$17,900	\$15,700	\$21,200
13	\$18,000	\$15,850	\$18,000	\$15,800	\$21,300
14	\$18,100	\$15,950	\$18,100	\$15,900	\$21,400
15	\$18,200	\$16,050	\$18,200	\$16,000	\$21,500
16	\$18,300	\$16,150	\$18,300	\$16,100	\$21,600
17	\$18,400	\$16,250	\$18,400	\$16,200	\$21,700
18	\$18,500	\$16,350	\$18,500	\$16,300	\$21,800
19	\$18,600	\$16,450	\$18,600	\$16,400	\$21,900
20	\$18,700	\$16,550	\$18,700	\$16,500	\$22,000

**Classroom Aide I and Computer Lab Manager I pay level requires an Associates or Bachelor's Degree**

**District Employee – Overtime (as part of regular duties) over 40 hours is time and a half**

**District Employees – Extra Duties After Hours (not part of regular duties) - \$20/hour**

## **CAFETERIA**

## **PLANT**

Years	Food Manager	Food Staff	Maintenance	Custodian	Mechanic/Transportation
	185 Days	185 Days	240 Days	240 Days	240 Days
0	\$16,200	\$14,500	\$22,500	\$19,250	\$30,000
1	\$16,300	\$14,600	\$22,600	\$19,350	\$30,100
2	\$16,400	\$14,700	\$22,700	\$19,450	\$30,200
3	\$16,500	\$14,800	\$22,800	\$19,550	\$30,300
4	\$16,600	\$14,900	\$22,900	\$19,650	\$30,400
5	\$16,700	\$15,000	\$23,000	\$19,750	\$30,500
6	\$16,800	\$15,100	\$23,100	\$19,850	\$30,600
7	\$16,900	\$15,200	\$23,200	\$19,950	\$30,700
8	\$17,000	\$15,300	\$23,300	\$20,050	\$30,800
9	\$17,100	\$15,400	\$23,400	\$20,150	\$30,900
10	\$17,200	\$15,500	\$23,500	\$20,250	\$31,000
11	\$17,300	\$15,600	\$23,600	\$20,350	\$31,100
12	\$17,400	\$15,700	\$23,700	\$20,450	\$31,200
13	\$17,500	\$15,800	\$23,800	\$20,550	\$31,300
14	\$17,600	\$15,900	\$23,900	\$20,650	\$31,400
15	\$17,700	\$16,000	\$24,000	\$20,750	\$31,500
16	\$17,800	\$16,100	\$24,100	\$20,850	\$31,600
17	\$17,900	\$16,200	\$24,200	\$20,950	\$31,700
18	\$18,000	\$16,300	\$24,300	\$21,050	\$31,800
19	\$18,100	\$16,400	\$24,400	\$21,150	\$31,900
20	\$18,200	\$16,500	\$24,500	\$21,250	\$32,000

## **BUS DRIVERS**

Years	Special Ed. Route	Short Route 1.75 hours	Medium Route 2 hours	Long Route 2.5 hours	Extra-Lone Route
0	\$4,961.00	\$4,961.00	\$5,255.00	\$5,729.00	\$7,299.00

1	\$5,061.00	\$5,061.00	\$5,355.00	\$5,829.00	\$7,399.00
2	\$5,161.00	\$5,161.00	\$5,455.00	\$5,929.00	\$7,499.00
3	\$5,261.00	\$5,261.00	\$5,555.00	\$6,029.00	\$7,599.00
4	\$5,361.00	\$5,361.00	\$5,655.00	\$6,129.00	\$7,699.00
5	\$5,461.00	\$5,461.00	\$5,755.00	\$6,229.00	\$7,799.00
6	\$5,561.00	\$5,561.00	\$5,855.00	\$6,329.00	\$7,899.00
7	\$5,661.00	\$5,661.00	\$5,955.00	\$6,429.00	\$7,999.00
8	\$5,761.00	\$5,761.00	\$6,055.00	\$6,529.00	\$8,099.00
9	\$5,861.00	\$5,861.00	\$6,155.00	\$6,629.00	\$8,199.00
10	\$5,961.00	\$5,961.00	\$6,255.00	\$6,729.00	\$8,299.00
11	\$6,061.00	\$6,061.00	\$6,355.00	\$6,829.00	\$8,399.00
12	\$6,161.00	\$6,161.00	\$6,455.00	\$6,929.00	\$8,499.00
13	\$6,261.00	\$6,261.00	\$6,555.00	\$7,029.00	\$8,599.00
14	\$6,361.00	\$6,361.00	\$6,655.00	\$7,129.00	\$8,699.00
15	\$6,461.00	\$6,461.00	\$6,755.00	\$7,229.00	\$8,799.00
16	\$6,561.00	\$6,561.00	\$6,855.00	\$7,329.00	\$8,899.00
17	\$6,661.00	\$6,661.00	\$6,955.00	\$7,429.00	\$8,999.00
18	\$6,761.00	\$6,761.00	\$7,055.00	\$7,529.00	\$9,099.00
19	\$6,861.00	\$6,861.00	\$7,155.00	\$7,629.00	\$9,199.00
20	\$6,961.00	\$6,961.00	\$7,255.00	\$7,729.00	\$9,299.00

**\$100 Increments per Year**

**Substitute Driver Pay \$17.50 per run or \$35.00 per day (morning & evening routes).**

**Activity trip drives will be paid \$10.00 per hour, when not in conjunction with regular assigned duties.**

**Bus attendant for special needs students (hourly wage x time and a half)**

Legal References: A.C.A. §6-17-2301

Date Adopted: May 15, 2017

Last Revised: May 2017



## **8.2— NONCERTIFIED PERSONNEL EVALUATIONS**

Noncertified 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: May 15, 2017

Last Revised: May 2017

### **8.3—EVALUATION OF NONCERTIFIED PERSONNEL BY RELATIVES**

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.4— NONCERTIFIED EMPLOYEES DRUG TESTING**

### **Scope of Policy**

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

### **Methods of Testing**

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

### **Definition**

Safety sensitive function includes:

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

### **Requirements**

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

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

## **Prohibitions**

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

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

## **Testing for Cause**

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

## **Refusal to Submit**

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

- A. 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;
- B. Failed to remain at the testing site until the testing process was completed;
- C. Failed to provide a urine specimen for any required drug test;
- D. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
- E. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
- F. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
- G. Failed to cooperate with any of the testing process; and/or
- H. Adulterated or substituted a test result as reported by the Medical Review Officer.

## **Consequences for Violations**

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.<sup>2</sup>

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

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.5— NONCERTIFIED EMPLOYEES SICK LEAVE**

### **Definitions**

1. “Employee” is a full-time employee of the District working 20 or more hours per week.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. “Current Sick Leave” means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month, or major part thereof.
4. “Accumulated Sick Leave” is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used.
5. “Immediate family” means an employee’s spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

### **Sick Leave**

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

Pay for sick leave shall be at the employee’s daily rate of pay, which is that employee’s total contracted salary, divided by the number of days employed as reflected in the contract. Absences for illness in excess of the employee’s accumulated and current sick leave shall result in a deduction from the employee’s pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), the District may require a written statement from the employee’s physician. Failure to provide such documentation of illness may result in sick leave not being paid, or in dismissal.

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his or her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in dismissal.

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

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent as defined in this policy and the circumstances of the leave don’t change, the district is only required to notify the employee once of the

determination regarding the applicability of sick leave and/or FMLA leaves. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Unused Sick Leave**

Any employee who has in excess of ninety (90) accumulated sick days at the end of any given school year shall be entitled to payment of those days in excess of ninety (90) days, up to a maximum of eleven (11) days, at the current substitute teacher pay rate.

Legal References:       A.C.A. § 6-17-1301 et seq.  
                              29 USC §§ 2601 et seq.  
                              29 CFR 825.100 et seq.

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.6A— NONCERTIFIED PERSONNEL PERSONAL LEAVE**

For the district to function efficiently and have the necessary personnel present to effect a high achieving learning environment, employee absences need to be kept to a minimum. The district acknowledges that there are times during the school year when employees have personal business that needs to be addressed during the school day. Each full-time employee shall receive two (2) days of personal leave per contract year. The leave may be taken in increments of no less than one-half (1/2) a 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 policy 8.7; for funeral leave see policy 8.6B; for bereavement leave see policy 8.6C).

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

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

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

Personal business leave will not be granted the first two (2) weeks of school, the last three (3) weeks of school, and the days adjoining school holidays, except in the case of an emergency.

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

This policy does not apply to administrative personnel on 245 day contracts.

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Last Revised: May 2017



## **8.6B— NONCERTIFIED PERSONNEL FUNERAL LEAVE**

Each employee may use up to four (4) half-days per year without being charged to sick leave to serve as pallbearer, attend the funeral of a close friend or other relative. Days may be used back-to-back with permission of the Superintendent to attend out-of-state funerals.

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Last Revised: May 2017

## **8.6C— NONCERTIFIED PERSONNEL BEREAVEMENT LEAVE**

Sick days may be used unconditionally by the employee when the death of an immediate family member is involved. When an immediate family member is not involved, approval must be secured from the Superintendent. Immediate family is defined as: spouse, son, daughter, mother, father, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandson, granddaughter, grandson-in-law, granddaughter-in-law, grandfather, grandmother, grandfather-in-law, and grandmother-in-law.

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Last Revised: May 2017

## **8.7— NONCERTIFIED EMPLOYEES PROFESSIONAL LEAVE**

“Professional Leave” is paid leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which improve the instructional program or the employee’s ability to perform his duties. 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.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave.

During such approved leave, the employee’s pay shall not be deducted. If a substitute is needed during such approved leave, the District shall pay the full cost of the substitute.

Budgeting concerns may always be taken into consideration in reviewing a request for professional leave.

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.7A—NONCERTIFIED PERSONNEL VACATION**

240 day contracted employees are credited with 12 vacation days at the beginning of each fiscal year, one (1) day of vacation for each full month of employment.

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

No employee shall be entitled to more than 17 days of vacation as of the first day of each fiscal year. Five of these days must be taken by August 1<sup>st</sup>. The permissible carry forward includes the 12 days credited upon the start of the fiscal year. Earned but unused vacation will be paid upon resignation, retirement, termination or non-renewal at the employees' daily rate of pay. If an employee fails to finish the contract due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month for any days used but not earned.

Vacations are to be taken at a time that is mutually agreeable with the school and the employee. If a mutually agreeable time cannot be arranged, the needs of the school will receive primary consideration.

The Superintendent will have the final authority in the approval of when vacations are taken.

Five (5) vacation days may be carried over from one year to the next and must be used by August 1 of the following year (which allows employees 13 months in which to take vacation days earned in the previous school year).

9 Date Adopted: May 15, 2017

10 Last Revised: May 2017

## **10.7 —PUBLIC OFFICE – NONCERTIFIED 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 paid leave will be granted for the employee's participation in such public office. The employee may receive pay for personal leave or vacation (if applicable), if approved in advance by the Superintendent, during his absence.

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

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

Legal Reference:       A.C.A. § 6-17-115,116

Date Adopted: May 15, 2017

Last Revised: May 2017

## **10.8 —JURY DUTY – NONCERTIFIED 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) summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

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

Legal Reference:      A.C.A. § 16-31-106

Date Adopted: May 15, 2017

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## **10.9—OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Brinkley School District shall comply with those portions of the Fair Labor Standards Act that relate to the operation of public schools. The act requires that covered employees be compensated for all hours worked at greater than or equal to the applicable minimum wage for workweeks of less than or equal to 40 hours. It also requires that employees be compensated for workweeks of greater than 40 hours at 1 1/2 times their regular rate of pay either monetarily or through compensatory time.

### **Definitions**

Overtime is hours worked in excess of 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.

Workweek is the seven day consecutive period of time from 12:00 a.m. 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.

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

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

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.

### **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;
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, 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 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 20 hours per week shall be provided two, paid, 15 minute duty free breaks per workday.

Meal periods which are less than 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.

## **Overtime**

Covered employees shall be compensated at not less than 1.5 times his or her regular rate of pay for all hours worked over 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.<sup>N</sup>



Employees working two or more jobs for the District at different rates of pay shall be paid overtime at a weighted average of the differing wages. This shall be determined by dividing the total regular remuneration for all hours worked by the number of hours worked in that week to arrive at the weighted average. One half that rate is then multiplied times the number of hours worked over 40 to arrive at the overtime compensation due.

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 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 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 must 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, due to unforeseen or emergency circumstances, advance request was not possible 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 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 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:   A: 29 USC § 206(a), ACA § 6-17-2203  
                          B: 29 USC § 207(a)(1), 29 CFR § 778.100  
                          C: 29 USC § 207(o), 29 CFR § 553.50  
                          D: 29 CFR § 778.218(a)  
                          E: 29 CFR § 778.105  
                          F: 29 USC § 213(a), 29 CFR §§ 541 et seq.  
                          G: 29 USC § 207(e), 29 CFR § 778.108  
                          H: 29 CFR §§ 785.9, 785.16  
                          I: 29 CFR § 5516.2(7)  
                          J: 29 CFR §§ 785.1 et seq.  
                          K: ACA § 6-17-2205  
                          L: 29 CFR §§ 785.19  
                          M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32  
                          N: 29 CFR § 778.106  
                          O: 29 USC § 207(g)(2), 29 CFR § 778.115  
                          P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23  
                          Q: 29 CFR § 553.20  
                          R: 29 USC § 207(o)(4), 29 CFR § 553.27  
                          S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
                          T: 29 CFR § 516.4  
                          U: 29 CFR §§ 516.5, 516.6  
                          V: 29 USC § 211(a)(b)

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Last Revised: May 2017

## **10.10 — NONCERTIFIED 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 the 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 or her designee(s), shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

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

Date Adopted: May 15, 2017

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## **8.12—NON 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, age, or disability.

Inquiries on non-discrimination may be directed to the superintendent, who may be reached at 870-734-5105.

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:

- a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
- b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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

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## **8.13—NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district shall be done according to the following guidelines. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount; reimbursable meal tickets must state the name of the restaurant, the food items purchased, price of each food item and the date of purchase. Room service surcharges are not subject to reimbursement. Tips are also not subject to reimbursement unless a tip is required by the source of the expense (for example, a restaurant which adds a tip to the bill for all groups of six or more).

Employees are only eligible for reimbursement for travel expenses for travel which has been approved in advance. ALL TRIPS NOT APPROVED IN ADVANCE WILL NOT BE SUBJECT TO REIMBURSEMENT. No cash advances shall be made for travel. However, if there are extreme hardship conditions that exists for an employee or a school board member, as determined by the Superintendent, a cash advance in the amount of the mileage expense and a meal allowance rate of \$31 per full day of travel (for a maximum of five (5) days) may be advanced. Partial meal allowance reimbursement will be figured at a rate of \$10 for breakfast, \$10 for lunch, and \$11 for supper. Any unused advanced monies will be reimbursed to the district by the employee or board member within five (5) business days, as verified by original and valid receipts.

Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

Meal expenses incurred by the Superintendent, other administrators or board members, as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

All requests for reimbursement will be made on the standard "Travel Expense Reimbursement Form." The reimbursement form must be completed and submitted to the Central Office within thirty (30) days of the expenditure; reimbursement will normally be issued within ten (10) days.

ANY EMPLOYEE SCHEDULING AN ACTIVITY WITHOUT PRIOR APPROVAL, OR FAILING TO ATTEND A SCHEDULED ACTIVITY IN WHICH REGISTRATION FEES OR OTHER EXPENSES HAVE ALREADY BEEN INCURRED WILL BE HELD RESPONSIBLE FOR ALL EXPENSES INCURRED FOR THE WORKSHOP/TRAINING/CLASS.

### **Rates for Reimbursement**

Mileage allowance shall be reimbursed at the current rate per mile paid by the State of Arkansas to State employees. Mileage shall be reimbursed on the basis of the shortest, most reasonable, route available, originating from Brinkley, Arkansas, and shall be per map mile (not odometer miles). No allowance will be paid for travel from the employee's home to the school district.

When not provided as part of the conference or other approved reason for travel, meal expenses shall be reimbursed for activities which last at least three (3) hours and necessitate returning to the work site later than the customary meal time. Meal(s) may also be reimbursed if the location of and approved reason for the travel necessitates the employee return home later than 10:00 P.M. Meals shall be reimbursed for the actual expense incurred up to a daily limit of \$31.00 or the rate allowed by IRS for the location of the meal expense.

To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum. However, it is the employees' primary responsibility to make their own travel arrangements, including conference reservations, hotel, flight arrangements and car rental (car rental for out-of-state trips only). *No arrangements may be made without an approved Trip Request and Purchase Order.* Employees may use the services of the District's travel agent. A copy of the proposed flight arrangements must be attached to a Purchase Order and properly authorized by the building principal/supervisor and Superintendent **prior to the purchase of tickets.**

When travel necessitates overnight lodging, reimbursement shall be equal to or less than the current IRS rate schedule unless at least one of the following conditions are met.

- The location of the conference or other approved reason for travel is located in a hotel which does not offer rates within the IRS rate schedule. In such an instance, the employee shall be reimbursed at the "special conference rate" if available. If such a rate is not offered, or no longer available, the employee shall be reimbursed for lodging costs that are reasonable for single occupancy rates at the hotel in which the conference is held.
- The hotel in which the conference is held has no rooms available. In such an instance, the employee shall be reimbursed for reasonable single occupancy lodging costs in another hotel located near the conference.
- The conference or other approved reason for travel is held in a location other than one that is part of a hotel. If the rates of the hotels located near the conference or other approved reason for travel are not within the IRS rate schedule, the employee shall be reimbursed for reasonable single occupancy lodging costs in a hotel located near the conference.

In order to be reimbursed for overnight accommodations, an itemized receipt must be attached to the request for reimbursement. A check will be written from the Central Office to the hotel to pre-pay for the room upon arrival of a faxed confirmation from the hotel detailing the total cost, including tax, the dates of stay, the

name(s) of the person staying or if not available, the reservation confirmation number written on the Purchase Order.

### **Expenses not covered**

The district shall not reimburse the following items/categories of expenses.

- Alcoholic beverages;
- Entertainment expenses – including sports or sporting events or pay per view or game expenses at motels;
- Replacement due to loss or theft;
- Discretionary expenses for items such as clothing or gifts;
- Medical expenses incurred while on route to or from or at the destination of the reason for the travel;
- Optional or supplementary insurance obtained by the employee for the period covered during the travel; and
- Tips, other than those required by the source of the expense, e.g. a restaurant which adds a tip to the bill for all groups of six or more.

### **Credit Cards**

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services, or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

### **Airport Associated Expenses**

All airline flights shall be by coach/economy class. Receipts are necessary to be reimbursed for airport parking. Upon arrival, the employee is expected to take the less expensive option between a taxi and an airport shuttle service to his hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Date Adopted: May 15, 2017

Last Revised: May 2017



## **8.14— NONCERTIFIED PERSONNEL TOBACCO USE**

Smoking or the use of tobacco, or products containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited.

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: May 15, 2017

Last Revised: May 2017

#### 8.15—DRESS OF NONCERTIFIED EMPLOYEES

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

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Last Revised: May 2017

## **8.16— NONCERTIFIED PERSONNEL POLITICALACTIVITY**

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: May 15, 2017  
Last Revised: May 2017

## **8.17— NONCERTIFIED PERSONNEL DEBTS**

All employees are expected to meet their financial obligations to the district.

An employee will be notified by the District Central Office of an income garnishment that has been requested from a recognized court order. The employee is responsible for all legal expenses incurred by the District for processing garnishments, bankruptcies, etc. All said expenses will be deducted from employee's salary.

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.18— NONCERTIFIED PERSONNEL GRIEVANCES**

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

### **Definitions**

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

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

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

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

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

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

### **Process**

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

If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level Two. To do this, the employee must complete the top half of the Level Two Grievance Form within 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 Reference:       A.C.A. § 6-17-208,210

Date Adopted: May 15, 2017

Last Revised: May 2017

**8.18F—LEVEL TWO GRIEVANCE FORM - NONCERTIFIED**

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

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

Noncertified Personnel Policy grievance is based upon:

\_\_\_\_\_

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

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What would resolve your grievance?

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Supervisor's Response

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

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Date Adopted: May 15, 2017

Last Revised: May 2017



## **8.19 — NONCERTIFIED PERSONNEL SEXUAL HARASSMENT**

The Brinkley 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; 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.  
ACA § 6-15-1005 (b) (1)

Date Adopted: May 15, 2017  
Last Revised: May 2017

## **8.20— NONCERTIFIED 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: May 15, 2017

Last Revised: May 2017

## **8.21— NONCERTIFIED PERSONNEL COMPUTER USE POLICY**

The Brinkley School District is committed to promoting ethical and responsible use of computer and network resources and will not tolerate their misuse. The use of technology resources is a privilege, not a right, and should be treated as such. Access to the Internet and technology is provided for professional, managerial, and educational purposes. Any person using district technology is responsible for its proper use. By accessing and using technology, users acknowledge that inappropriate use is prohibited and may result in disciplinary action. The Brinkley School District reserves the right to monitor or log all network activity with or without notice, including email, instant messaging, and all web site communications, and therefore, users should have no reasonable expectation of privacy in the use of these resources.

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 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. Technology infractions include but are not limited to:

### **Hardware-related infractions:**

- Vandalize, deface, destroy or remove computer equipment, parts, cables, accessories, etc.
- Unauthorized dismantling, disconnecting, or removing computer equipment, cables, or peripherals.
- Misuse of computer hardware that results in temporary or permanent damage or possible damage to equipment.

### **Software-related infractions:**

- Unauthorized changing of settings on computers including modification or removal of software, operating systems, security programs, configuration files, etc.
- Intentional introduction of a virus or other destructive elements.
- Installation of unauthorized and/or unlicensed software (on-site documentation required).
- Inappropriate use of files including:
  - Unauthorized copying of software programs.
  - Unauthorized usage of files or disks.
  - Unauthorized downloading of files.

#### Computer Ethics-related infractions:

- Attempting to access systems or files for unauthorized purposes.
- Using or attempting to use unauthorized passwords – system security passwords or other individual's passwords.
- Failure to keep personal passwords secure and private.
- Usage of computers for harassment (sexual, racial, personal, bullying, etc).
- Usage of computers for illegal or unethical activities including plagiarism and copyright violations.
- Usage of computers to convey or access any objectionable materials including topics which are: obscene, racially slurred, vulgar, sexually explicit, violent, etc.
- Excessive time usage when others are waiting.

#### Internet/Email related infractions:

- Unauthorized posting of information/graphics pertaining to Brinkley School District, its employees, or students.
- Visiting improper or inappropriate websites.
- Design, creation or posting of websites which do not follow the district webpage standards.
- Use of chat rooms, cyber cafes, etc.
- Inappropriate email and/or instant messaging:
  - Inappropriate mailings to large groups or entire school.
  - Non-essential messages including: jokes, thoughts of the day, chain emails, political announcements, etc.
- Confidentiality – No email is confidential, personal, or private. All or part of an email can be sent to hundreds of people with just a few mouse clicks. In addition, emails can be subject to open records law. Persons should not post email messages containing inappropriate language or content.

#### Disciplinary Actions:

All violations will be handled as any other infraction of school board policy. Disciplinary actions may include:

1. Revocation of computer access.
2. Financial restitutions.
3. Students: suspension, expulsion, academic failure due to lack of course completion, or other penalties as may be appropriate.
4. Employees: Up to and including termination of employment.
5. Possible referral for prosecution.

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## 8.21A—EMAIL USE POLICY

This policy is to insure that agents and employees of the Brinkley School District use the Email system of the school only for the purpose of carrying out their job duties. As any email on the school's email system is a public record and subject to the Arkansas Freedom of Information Act, each agent or employee with access to an email account of the district should be mindful that any email may be viewed as an official statement of the school and, thus, may use such system only for the benefit of the school district and in accordance with their job duties.

This policy covers appropriate use of any email sent from a Brinkley Schools email address and applies to all employees, vendors, and agents operating on behalf of Brinkley Schools.

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

The Brinkley Schools email system shall not be used for the creation or distribution of any disruptive or offensive messages, including pornography, chain mail, religious beliefs and practice, political beliefs, offensive comments about race, gender, national origin, disabilities, age or sexual orientation. This includes forwarded Email. Additionally, sending sensitive information or any unauthorized disclosure of information is unacceptable. Employees who receive any emails with this content from any Brinkley Schools employee should report the matter to their supervisor immediately.

Brinkley School District employees shall have no expectation of privacy in anything they store, send or receive on the district's email system. Employees should be aware that voice mails are stored as e-mails and therefore may also be monitored. Brinkley Schools may monitor messages without prior notice. However, Brinkley Schools is not obligated to monitor email messages.

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.21 MAIL RETENTION POLICY**

The Brinkley School District Email Retention Policy is intended to help employees determine what information sent or received by email should be retained. The information covered in these guidelines includes information that is either stored or shared via electronic mail. All employees should familiarize themselves with the email retention policy as noted below.

In most cases Email should be read and then deleted. While it is reasonable to retain some email to be referenced for a period of time, if an Email is to be part of an official record or needs to be retained as the official source of information it should be committed to a more permanent media such as a digital file or printed to paper. The district will periodically delete emails that are over 30 days old. The district will also periodically automatically delete files that have been moved to the deleted items folder in the individual's email account.

Any employee found to have violated this policy by deleting an email that has been identified by the district administration as part of an official record or part of an official FOI request may be subject to disciplinary action, up to and including termination of employment.

Date Adopted: May 15, 2017

Last Revised: May 2017



## 8.22 — NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE

### Definitions:

Active Duty: is duty under a call or order to active duty under a provision of law referred to in 10 USC § 101(a)(13)(B).

Contingency Operation: has the same meaning given such term in 10 USC § 101(a)(13).

Covered Service Member: is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

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

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

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

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

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

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

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

Serious Injury or Illness: used in respect to 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 that may render the member unfit to perform the duties of the member’s office, grade, rank, or rating.

Year: the twelve (12) month period of eligibility shall begin on the first duty day of the 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 Medical Leave Act of 1993 shall govern.

### **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year accordance with the Family Medical Leave Act of 1993 (FMLA) 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. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency (as the U.S. Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member. During the single 12-month period, the eligible employee is entitled to a combined total of 26 weeks of leave to care for the covered service member and for reasons 1 through 5 listed above. Leave taken, which does not include caring for a covered service member, is limited to 12 weeks in a year.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member**. During the single 12-month period, the eligible husband and wife are entitled to a combined total of 26 weeks of leave to care for a covered service member and for reasons 1 or 2 listed above or to care for a parent with a serious health condition. Leave taken, which does not include caring for a covered service member, is limited to a combined total of twelve (12) weeks in a year when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

## **District Notice to Employees**

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

## **Employee Notice to District**

Foreseeable:

When the need for leave is foreseeable for reasons 1 through 4 or for the care of a covered service member listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

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

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

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

Unforeseeable:

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

## **Medical Certification**

When the need for leave is for reasons 3 or 4 listed above or for the care of a covered service member, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate

medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

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

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

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

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

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

No second or third opinion on recertification may be required.

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

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

### **Concurrent Leave**

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

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

### **Health Insurance Coverage**

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

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

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

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**

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

### **Return to Work**

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

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

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

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

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

Eligible employees may take intermittent or reduced schedule leave due to reasons 3 and 4 listed above or to care for a covered service member if they have

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

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

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

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

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

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

If the eligible, instructional employee begins leave, due to reasons 1 through 5 listed above or to care for a covered service member, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

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

If the eligible, instructional employee begins leave, due to reasons 1 through 3 listed above or to care for a covered service member, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

(A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of such term.

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

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

Cross Reference: 8.5— NONCERTIFIED EMPLOYEES SICK LEAVE

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

Date Adopted: May 15, 2017  
Last Revised: May 2017

## **8.23—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:

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

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

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

Date Adopted: May 15, 2017

Last Revised: May 2017



## **8.24—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.


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.

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.

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.

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

Date Adopted: May 15, 2017  
Last Revised: May 2017



## **8.25 —NONCERTIFIED PERSONNEL BENEFITS**

The Brinkley School District provides its non-certified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children;
2. Health insurance assistance;
3. Contribution to the teacher retirement system;
4. One sick leave day per calendar month worked;
5. Two personal days per school year;
6. Payment at the current substitute teacher daily rate of sick days over ninety (90) days, for a maximum of nine (9) days; (see #3.8) and
7. Compensation for all unused sick days at the current substitute teacher daily rate upon retirement.  
(see #3.36)

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## 8.25A—NONCERTIFIED PERSONNEL SICK LEAVE INCENTIVE

All employees, certified and classified, will be given \$250 toward an annual sick leave reimbursement disbursement. Each full day an employee misses (excluding personal, bereavement, or professional leave), \$50 will be deducted from the \$250. Half days missed will be calculated at \$25. If the employee does not miss any sick leave days, he or she will receive an additional bonus of \$250, totaling \$500 at the end of the school year.

This is in addition to the sick leave reimbursement policy for those over 90 days.

<u>Days Missed</u>	<u>Total Disbursement</u>
0	\$500 (\$250 + \$250 bonus)
½	\$225
1	\$200
1 ½	\$175
2	\$150
2 ½	\$125
3	\$100
3 ½	\$75
4	\$50
4 ½	\$25
5	\$0

Date Adopted: 4/11/05

Last Revised: 2/19/08 **Policy suspended by Board action**

**Reinstated June 20, 2016**

## **8.26—NONCERTIFIED PERSONNEL SICK LEAVE BANK**

A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain additional sick leave when the employee has exhausted all other types of leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank. Sign ups for the sick leave bank will only be allowed during the first week of the school year.

Each employee wishing to participate shall voluntarily give one (1) day at the beginning of the school year to the sick bank. This day will only be taken if the sick leave bank balance falls below fifty (50) days. If the sick leave bank balance falls below fifty (50) days, days will be taken (in alphabetical order) from those personnel participating in the sick leave bank until the balance is back to fifty (50) days. Any additional days shall be taken from the next employees on the list, in alphabetical order.

The Superintendent shall appoint a Sick Leave Bank Committee. That committee shall consist of five (5) members: two (2) certified personnel, two (2) classified personnel and the Superintendent. The terms of the committee shall be for two (2) years with one (1) classified member and one (1) certified member being replaced each year.

The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank.

### **Withdrawals**

The Committee may grant sick leave up to twenty (20) additional days per contract year for serious personal or family illness, disabilities or accidents (not including accidents for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current leave.

Absence from work due to normal pregnancy or elective surgery do not make the employee eligible for withdrawing days from the sick leave bank. Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested.

If the information provided to the Committee is deemed by a majority of the Committee to be insufficient, the Committee may require additional information or deny the employee's request, at its discretion.

The Committee shall have the authority to grant, reduce or deny any request. Their decision is final and may not be appealed. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability or other disability insurance; or the employee returns to work.

Legal Reference: A.C.A. § 6-17-1208

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.27—NONCERTIFIED PERSONNEL RETIREMENT POLICY**

All members of the professional staff must be members of the Arkansas Teacher Retirement System. However, they may choose to be contributory or non-contributory, according to the rules and regulations established by the Arkansas Teacher Retirement Board.

Any employee desiring to retire is requested to inform the Superintendent by letter of their intentions at the earliest date possible to allow the district time to secure a replacement.

The retiring employee will be compensated for any unused sick days at the current substitute teacher daily rate of pay within 30 days of the last day of the school year in which they retire.

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.28—ASSIGNMENT OF TEACHER AIDES**

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

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

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.29—NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

### **Definitions:**

**Bullying** means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that causes or creates a clear and present danger of:

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

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

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

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

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

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

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

- a. Sarcastic "compliments" about another student's personal appearance;
- b. Pointed questions intended to embarrass or humiliate;
- c. Mocking, taunting or belittling;
- d. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person;
- e. Demeaning humor relating to a student's race, gender, ethnicity or personal characteristics;
- f. Blackmail, extortion, demands for protection money or other involuntary donations or loans;
- g. Blocking access to school property or facilities;
- h. Deliberate physical contact or injury to person or property;
- i. Stealing or hiding books or belongings; and/or
- j. Threats of harm to student(s), possessions, or others.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: May 15, 2017

Last Revised: May 2017



## **8.30—PERSONNEL POLICY COMMITTEE**

### **A. PURPOSE**

The purpose of the Personnel Policy Committee is to act as a representative body of the entire classified staff in the creation, review, and clarification of the district personnel policies. The district personnel policies shall be reviewed annually by the Personnel Policy Committee (PPC) for the purpose of updating existing personnel policies in order to bring them in compliance with changes in state and federal laws; changes in State Department of Education procedures, regulations, and policies; amendments caused by changes within the school district; or desired changes in the school district's policies.

Each employee being hired for the first time shall be given a copy of the district's personnel policies at the time of his or her employment. The copy may be in digital format or via Internet accessibility. A hard copy shall be given to the employee upon request.

### **B. ELECTIONS**

Personnel Policy Committee elections shall be held no later than the first two (2) weeks of the school year and conducted by classified personnel policy committee members. All elections shall be by secret ballot. Election results shall be certified by the existing members of the PPC. Nominations for open positions will be made by the classified members of the school for which the position is open. Nominated members shall be approved by a simple majority vote of the entire classified personnel.

Each PPC member shall serve a maximum term of two (2) consecutive years.

### **C. STRUCTURE**

The School Board agrees that the elected employees, together with an administrator, shall constitute the Personnel Policy Committee. The PPC will consist of five (5) elected classified employees and one (1) administrator, for a total of six (6) members.

The PPC shall be elected according to the requirements in Section B of this policy.

Date Adopted: May 15, 2017

Last Revised: May 2017

## **8.31—CREATING NEW NONCERTIFIED POLICY**

There are two ways that new policies (including salary schedules) are created:

- A. They are initiated by the PPC
- B. They are initiated by the Superintendent of Schools or School Board.

### Procedures for adoption when the PPC initiates a new policy.

- A. The PPC president makes an oral argument to the school board and presents the proposal.
- B. The school board then votes to either
  - a. approve the recommendation
  - b. reject the recommendation, or
  - c. refer the proposal back to the PPC for “further study and revision”

### Procedures for adoption when the Superintendent or a member of the School Board initiates a new policy.

- A. The proposal is presented to the Board.
- B. The Board votes to adopt the proposal, as a proposal.
- C. The proposal is submitted to the PPC at least 10 working days before the policy is presented to the Board for adoption.
- D. No later than the next Board meeting, the Board may vote on whether to adopt the proposal as new policy.
- E. If the Board adopts the new policy, it becomes effective the following July 1.
- F. However, if it is desirable to make the policy effective immediately, then the PPC may conduct an election of all classified staff by secret ballot, with votes counted by the PPC.
- G. If a majority of those voting approve, it becomes policy immediately following the vote. (Note, the vote by the classified staff is not whether or not they approve of the policy, the vote is whether or not to implement the new policy immediately.)

Date Adopted: May 15, 2017

Last Revised: May 2017

## 8.32—WORKERS' COMPENSATION PROCEDURES

Effective July 1, 1994, Act 862 of 1993 requires school districts and Educational Cooperatives to provide Workers' Compensation for all employees. The Cooperative, along with every school district in the state, except Little Rock, has joined the Arkansas School Boards Association (ASBA) Workers' Compensation Trust Program. The third party administrator is:

RISK MANAGEMENT RESOURCES  
P.O. BOX 251770  
LITTLE ROCK, AR 72225  
800-863-5045  
501-664-4173  
FAX 501-664-4849 OR 877-902-9226

Regarding claims for work-related injuries or illnesses which are covered by the Arkansas Workers' Compensation Law, you are hereby advised that A.C.A. 11-9-514 explains the employer's and employee's rights and responsibilities with respect to medical care and treatment.

The law provides that the employer or the employer's insurance company has a duty in the first instance following injury to provide medical care to the employee.

**THE FOLLOWING STEPS MUST BE FOLLOWED WHEN A JOB-RELATED INJURY OCCURS.**  
Failure to do so may result in your claim for Workers' Compensation being denied.

- A. Notify your supervisor immediately.
- B. The employee will be provided Form N, Employee's Notice of Injury, which must be completed even if medical attention is not required. The form must be signed, dated and returned to the bookkeeper.
- C. If medical attention is required, the employee must go to one of the designated physicians\*. The designated physicians for Brinkley School District are:
  - a. Brinkley Health Center, 615 N. Main Street, Brinkley, AR 72021; 870-734-1150
  - b. Brinkley Medical Clinic, 110 N. New York, Brinkley, AR 72201; 870-734-4405
- D. If medical attention is required, additional forms which must be completed are available in the bookkeeper's office. These forms must be submitted to Management Claims within five (5) days of injury.

Except for emergency treatment, after you have received this notice, your employer or employer's insurance company will not have to pay for your medical expenses if you change physicians without their permission unless you have followed the rules outlines on Form "N".

**A CLAIM FOR TREATMENT BY AN UNAUTHORIZED PHYSICIAN MAY BE DENIED.**

- E. Worker's Compensation benefits for lost wages are not payable in addition to sick leave.**

**Some key personnel will receive safety training to aid in providing the safest possible working conditions and also to help minimize the tremendous cost to the Cooperative in implementing Act 862.**

If you have questions related to a Workers' Compensation claim which occurred after July 1, 1998, you may contact Risk Management Resources.

### **WORKERS' COMPENSATION/SICK LEAVE SALARY BENEFITS**

**Sick leave pay is an employee benefit whereas Workers' Compensation is a mandate of law to compensate an employee for lost wages. An employee ON SICK LEAVE has no lost wages and is not entitled to Workers' Compensation (other than medical) as a bonus to salary. Therefore, an employer does not have to pay an employee sick pay while off work for a work related injury and receiving Workers' Compensation.**

Under Workers' Compensation Laws, an employee who is injured is entitled to 2/3's of his average weekly wage up to a maximum of \$267 per week (the maximum for 1994). This represents compensation benefits for lost wages only. Workers' Compensation is non-tax reportable.

An employee who elects to receive Workers' Compensation is NOT ENTITLED to sick leave pay benefits. If an employee's pay is continued, albeit sick pay, there is no wage loss, therefore no Workers' Compensation benefits are due.

Effective 7-1-94, an employee WILL NOT be able to draw both sick pay and Workers' Compensation benefits. An exception will be made if the employer elects to pay the employee 1/3 sick pay per day to make up the difference against the Workers' Compensation benefits.

There is a seven (7) calendar day waiting period which will not be picked up by Risk Management Resources until the 14<sup>th</sup> day. An employee who has accumulated sick days and chooses may count the work days in this period as sick days and receive sick pay compensation with an equal number of sick days deducted. Please note this on payment option form.

\*The employer has a legal right to choose the initial designated treating physicians.

Date Adopted: May 15, 2017

Last Revised: May 2017

### **8.33—NONCERTIFIED 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: May 15, 2017

Last Revised: May 2017

## 8.34—NONCERTIFIED PERSONNEL SCHOOL CALENDAR

The Superintendent and Personnel Policy Committee shall present to the Board, for its approval, the calendar for the succeeding year at the April regular Board meeting. The Superintendent, in developing the calendar, shall accept and consider recommendations from any staff member or group wishing to make calendar proposals.

The Brinkley School District shall operate by the following calendar:

First Quarter		
Dates	Description	Student Days
August 7-10	Teacher In Service/PD	0
August 11	PD Day/Classroom	0
August 14-18	Learning Days	5
August 21-25	Learning Days	5
August 28- Sept 1	Learning Days	5
September 4	Labor Day	0
September 5-8	Learning Days	4
September 11-15	Learning Days/Parent Teacher Conference (14 <sup>th</sup> )	5
September 18-22	Learning Days	5
September 25-29	Learning Days	5
October 2-6	Learning Days	5
October 9-13	Learning Days	5
First Quarter Ends October 13		Total Days = 44

Second Quarter		
Dates	Description	Student Days
October 16-20	Learning Days	5
October 23-27	Learning Days	5
October 30-Nov 1	Learning Days	3
Nov 2-3	AEA/PD Days	0
November 6-10	Learning Days	5
November 13-17	Learning Days	5
November 20-24	Thanksgiving Break	0
November 27-Dec 1	Learning Days	5
December 4-8	Learning Days	5
December 11-15	Learning Days	5
December 18-20	Learning Days	3
December 21-Jan 3	Christmas Break	0
Second Quarter Ends December 20		Total Days = 41

Third Quarter		
Dates	Description	Student Days
January 4-5	Learning Days	2

January 8-12	Learning Days	5
January 15	<b>M.L.K., Jr. Day</b>	0
January 16-19	Learning Days	4
January 22-26	Learning Days	5
January 29-Feb 2	Learning Days	5
February 5-9	Learning Days	5
February 12-16	<b>Learning Days/Parent Teacher Conference (15<sup>th</sup>)</b>	5
February 19	<b>President's Day</b>	0
February 20-23	Learning Days	4
February 26-March 2	Learning Days	5
March 5-9	Learning Days	5
<b>Third Quarter Ends March 9</b>		<b>Total Days = 45</b>

<b>Fourth Quarter</b>		
<b>Dates</b>	<b>Description</b>	<b>Student Days</b>
March 12-16	Learning Days	5
March 19-23	<b>Spring Break</b>	0
March 26-29	Learning Days	4
March 30	<b>Good Friday</b>	0
April 2-6	Learning Days	5
April 9-13	Learning Days	5
April 16	<b>Teacher Workday/PD</b>	0
April 17-20	Learning Days	4
April 23-27	Learning Days	5
April 30-May 4	Learning Days	5
May 7-11	Learning Days	5
May 14-18	Learning Days	5
May 21-25	Learning Days	5
<b>Fourth Quarter Ends May 25</b>		<b>Total Days = 48</b>

### **8.35—NONCERTIFIED PERSONNEL ASSIGNMENTS AND EXTRA DUTIES**

The superintendent shall be responsible for assigning and reassigning noncertified personnel, including the assignment of extra duties.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: May 15, 2017

Last Revised: May 2017



### **8.36—NONCERTIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

For procedures relating to the termination and non-renewal of noncertified 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: May 15, 2017

Last Revised: May 2017

## **8.37—NONCERTIFIED 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, and by examining the staffing of the district in each area and /or, if applicable, specific position levels.

If a reduction in force becomes necessary in an area and/or specific position, the employee's level of education, length of service in their current position, total years of service in education, and length of service in the district shall be the initial determining factors. An additional factor which could impact consideration for which position(s) will be eliminated may be based on what sources of funding an employee's salary is derived, depending on the source of the funding shortfall.

Length of service in a non-contracted position shall not count for the purpose of length of service. Total years of service to the district shall include non-continuous years of service. Working fewer than 120 days in a school year shall not constitute a year.

### **Points**

- Years of service in the district – 1 point per year
- Associate's degree – 1 point
- Years of service in the current position – 1 point per year
- Years of service outside the district – ½ point per year

All points awarded must be verified by documents on file with the District by October 1 of each school year. Each classified employee's totaled points, according to the above point schedule, shall be compared with employees holding similar positions according to contract and salary schedule, and then ranked from highest to lowest. Assuming there is a need to reduce staff in a specific area, or position, the employee with the fewest points in that area and/or specific position will be laid off first. No employee will be considered for any position for which they are not fully qualified. There is no implied right for any employee to "bump" or displace any other employee.

In the event that two classified employees subject to a RIF have the same number of points as determined by the schedule contained in this document, the employee with the highest number of years in the district shall be retained. In the event two or more employees have the same number of points for service in the district, the employee shall be retained whose name appears first in the board's minutes of the date of hire.

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 (2) two years. The non-renewed employee shall be considered first 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 shall be by use of the district's web-site, newspaper ads, and posting in the district's offices.

Notice of vacancies shall also be provided via certified mail and non-renewed employees shall have ten (10) working days from the date notification is received to contact the district and notify them of their interest in the open position. A lack of response or an employee's refusal of an open position shall end the district's obligation to rehire the laid-off employee.

In the event the district is involved in an annexation or consolidation, employees from all districts involved will be ranked according to years of service, licensure, degrees, and training. A year of service at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment.

Legal Reference: A.C.A. 6-17-2407

Date Adopted: May 15, 2017

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## **8.38—NONCERTIFIED 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.

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

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## **8.39—DRUG FREE WORKPLACE - NONCERTIFIED 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.

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.

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 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 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 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 cannot properly perform his duties shall not report for duty. Any employee who reports for duty and is so impaired, as determined by his 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 physician in order to adjust the medication, if possible, so that the employee may return to his job unimpaired. Should the employee attempt to return to work while impaired by prescription medications, for which the employee has a prescription, he 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 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 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.

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

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## **8.40—NONCERTIFIED PERSONNEL VIDEO SURVEILLANCE**

The board 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. 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 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 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 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 shall be subject to appropriate disciplinary action and referral to appropriate law enforcement authorities.

Video recordings may become a part of a staff member's personnel record.

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## **8.41—NONCERTIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT**

It is the statutory duty of noncertified 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 belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer **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. § 12-12-504, 507, 517

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## **8.42 –NONCERTIFIED MILITARY LEAVE**

Members of the National Guard or reserved branches of the armed forces will be granted leave at the rate of 15 days per calendar year plus necessary travel time for annual training requirement time. If leave is not used in a calendar year, it will accumulate in the succeeding calendar year until it totals 15 days at the beginning of the calendar year. Leave will be granted without loss of pay in addition to regular vacation time.

An employee who is drafted or called to active duty in the armed forces or who volunteers for military services shall be placed on extended leave without pay and upon application, in ninety days after his release, shall be reinstated to the position vacated or its equivalent with no loss of seniority or any other benefits or privileges of employment.

An employee who enlists or re-enlists for a second consecutive term of military duty forfeits his re-employment rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty days after which leave without pay will be granted. This leave is in addition to regular vacation time.

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## **8.43—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM**

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

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

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

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

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

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

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 child nutrition personnel and any District employees involved in purchasing for the Child Nutrition Program 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  
Commissioner’s Memo FIN 15-074  
7 C.F.R. § 3016.36  
7 C.F.R. § 3019.42

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