

MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA, ARKANSAS

Classified
PERSONNEL
POLICIES

#1402000

8.0 – CONDITIONS OF EMPLOYMENT

In order to achieve the learning objectives established by the School Board, competent support staff is essential. All supportive services of the school district - instructional, clerical, food service, custodial, and transportation - contribute to providing a school environment conducive to learning.

All district employees must recognize that children tend to imitate the behavior they observe; therefore, district employees have an obligation to live exemplary lives according to the standards of American society.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.0.1M -- POLICIES FOR SCHOOL BUS DRIVERS

1. Drivers must start the morning trip on time. Drivers must adhere to the time schedule and not arrive at school before the scheduled time and never before 7:30 a.m.
2. Drivers must not begin the bus route if the road is glazed with snow or ice. Drivers should notify the Superintendent or Transportation Director as soon as possible if it is deemed unsafe to travel. Ordinarily, announcements will be made through the District notification system concerning the closing of schools.
3. Buses shall stop only at scheduled bus stops which have been selected for safety. Drivers must never stop the bus on a hill, since at least 500 feet from both front and back of the bus must be in clear vision of an oncoming vehicle.
4. Bus routes may be changed only by the Superintendent of Schools or his/her designee.
5. Children should be transported to school and home, getting off only at designated stops.
6. The maximum speed limit while transporting children to and from school shall be in compliance with current state requirements.
7. Directional signals must be used for indicating turns.
8. Drivers must stop the bus and yield the right-of-way to traffic when entering a highway.
9. Where it is necessary for children to cross the road, children must cross the road in groups approximately 15 feet in front of the stopped bus with signals on and the stop arm out.
10. Drivers must yield the right-of-way when backing a bus. For safety reasons, avoid backing the bus onto the highway. When possible, avoid backing school buses on school property and when children are on board.
11. State law requires school buses to stop before crossing railroad tracks.
12. Drivers should encourage traffic to pass the bus between stops because of the danger in traffic pile-ups behind and in front of school buses. A wise driver will keep traffic moving smoothly at all times.
13. Drivers must observe State and local traffic regulations. The cargo on a school bus is priceless! Safety is no accident but is the result of an alert and safety-minded driver.
14. In the event of a delay enroute, such as an accident, the bus driver should remain with the children and the bus and notify the Director of Transportation. Under most circumstances, students should remain on the bus. An exception should be made if it is unsafe for the students to remain on the bus. Drivers should contact the Transportation Director as soon as possible.
15. School buses should not be parked on the Magnolia Square or on adjacent business streets.
16. Drivers must never allow children to extend their heads or arms out of the windows and students should never be allowed to tamper with or 'work' the stop arm or any of the safety devices.
17. Absolutely no adult riders are allowed except on the authority of the Superintendent of Schools.

18. Firearms, explosives, sharp or dangerous objects or materials shall not be transported while transporting students.
19. Drivers must never use tobacco or tobacco products in the presence of children or on the bus.
20. Bus drivers are expected to dress cleanly and neatly.
21. Principals and/or their designees are responsible for all student discipline. In the event of student misconduct, the bus driver should bring the child to the school office. Incidents of misbehavior on the bus must be reported to the Principal and/or their designees immediately so he/she will have the information in case parents contact the school. The principal and/or their designees have the authority to suspend a student's privilege to ride the bus temporarily for serious misconduct.
22. If a student's conduct is unusually disruptive, the bus driver has the authority to inform the student that he/she is not eligible to ride the bus the following morning or until the misconduct has been reported to the Principal and a conference held. If a student's conduct is such that the safety of the student(s) is/are in danger, the driver has the authority to require the student to leave the bus immediately. The driver should call the Transportation Director as soon as possible.
23. Bus drivers shall assign seats to all students.
24. Drivers are responsible for routine maintenance of the school bus. Pre-trip safety inspections and cleaning should be performed daily. Any safety issues detected during the inspections should be reported to the bus shop immediately. The windshield, rear glasses and school bus markings shall be kept clean. The outside of the bus should be washed as needed.
25. Drivers are responsible for having buses serviced and fueled at the District shop. Students should not be on the bus while fueling, except in an emergency. Bus safety is a result of continuous service and inspection. If a bus appears to be unsafe in any way, it should not be used until repaired.
26. The Magnolia School District at any time may promulgate rules and regulations to maintain a safe and efficient student transportation system.

Note: If this policy is ever updated, then policy 7.0.3.4 should be changed in the same manner.

Date Adopted: January 12, 2004
Re-adopted: July 10, 2006
Revised: September 13, 2021

8.0.1 - ASSIGNMENT

The Superintendent shall make such assignments as are in the administration's judgment necessary to secure the highest efficiency of the staff. Principals may schedule or assign personnel under their supervision to perform functions necessary for the proper operation of their administrative unit.

Employees may be assigned, or transferred by decision of the Superintendent or his designee when it is in the best interest of the school district to do so. Such transfers shall not be arbitrary, capricious, or discriminatory.

Legal Reference: A.S.A. § 80-1234

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.2 - TRANSFER

It shall be the policy of the School Board that the Superintendent is authorized to complete transfers as follows:

- A. Employees shall be transferred within the organization as is practical to utilize their highest skills.
- B. When transfers of personnel are necessitated by organizational changes, every effort shall be made to avoid reductions in pay.
- C. In making transfers within the organization, due consideration shall be given to the desires of the employee involved.

Legal Reference: Act 654 of 1991

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.3 - RESIGNATION

An employee desiring to terminate his/her employment is requested to submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning.

The employee's final pay check will be held until the employee's supervisor has certified that the employee's work has been completed satisfactorily.

All classified personnel are covered by Social Security, and the Arkansas Public Employees Retirement System or the Arkansas Teachers Retirement System.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.4 - REEMPLOYMENT

Classified staff members will be considered for reemployment each year provided that their work has been satisfactory. They may be dismissed during the school term or at its end for failure to perform in a satisfactory manner.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.5 – VACATION

Staff members who have twelve-month contracts will be given two weeks paid vacation each year.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.6 – TIME SCHEDULE

Hours of work of all employees shall be determined by the Superintendent of Schools. Beginning and ending hours for maintenance and custodial employees may vary during different seasons, but an eight-hour day, five days each week, during a calendar month, shall be the basic work month.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.7 - SUSPENSION

The Superintendent may suspend an employee from duty without pay for a period not to exceed fifteen (15) days

- A. For disciplinary reasons; and
- B. For pending investigation of charges which, if substantiated, will result in dismissal, provided that, if such investigation does not substantiate the charges preferred and employee is retained, he/she shall be compensated for the period of suspension at his/her regular rate of pay.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.8 – PROMOTION/DEMOTION

It shall be the policy of the School Board that the Superintendent may apply the following in employment status:

- A. Promotions
Vacated or newly established positions shall be filled, to the fullest extent consistent with efficient operations, by the promotion of qualified employees.
- B. Demotions
An employee shall be subject to demotion under the following conditions:
 - 1. If he/she has been found unsuited for his present position but may be expected to give satisfactory services in a lower paying position.
 - 2. If his/her position has been either abolished or relocated to a lower pay scale and he/she cannot be transferred to a position of equal pay. Under such circumstances it shall be clearly indicated on all papers prepared in connection with the demotion that the transaction in no way reflects on the employee's performance or ability, except as indicated in paragraph one.
- C. When positions become vacant, persons presently employed by the School District will, if qualified, receive due consideration. As positions become officially open, the vacancies will be posted on the hall bulletin board in the central office building of each school. Classified staff, as well as the general public, are welcome to inspect bulletin boards at any time during office hours.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.9 – CLASSIFIED PERSONNEL REDUCTION IN FORCE

The School Board acknowledges its authority to conduct a reduction in force when a decrease in enrollment or other reason(s) make a reduction necessary or desirable.

The Superintendent shall establish the criteria to be applied in effecting a reduction in force and will submit the plan for board approval when necessary.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

June 11, 2012

8.0.10 - CLASSIFIED PERSONNEL - COMPLIMENTARY PASSES

It shall be the policy of the Board that complimentary passes to all home athletic events shall be given to full time employees of the District. This pass is for the employee only and does not include the spouse or children.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.11 - WORKERS' COMPENSATION CLAIM

The Magnolia School District participates in the Arkansas School Boards Association (ASBA) Workers Compensation Program. The program is administered by Risk Management Resources.

When a job-related injury occurs, these steps must be followed:

1. The employee must notify the building principal or supervisor immediately.
2. 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 and dated.
3. If medical attention is required, the employee must go to a school district designated physician or the claim may be denied.
4. If medical attention is required, the employee must contact the Superintendent's office so that additional forms can be completed and submitted to Risk Management Resources within five (5) days of the injury.

Failure to follow the above steps may result in the claim for workers' compensation being denied.

All personnel will receive safety training to aid in providing the safest possible working conditions.

Questions regarding a workers' compensation claim should be referred to Risk Management Resources at 1-800-863-5040.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.12 - PERSONNEL RECORDS

The Board of Education shall require complete and current personnel records on all noncertified personnel.

All information contained in the records of classified personnel shall be considered confidential and shall not be transmitted to other persons or agencies without written approval by said employee or as subpoenaed by legal authorities.

It shall be the responsibility of each employee to insure that the central office and local school personnel files are complete and current in compliance with established board procedures as follows:

1. The District shall maintain a personnel file for each classified employee which shall be available to the individual for inspection and copying at the individual's expense during normal office hours. The individual may submit for inclusion in the file written information in response to any of the matter contained therein.
2. All classified personnel must file with the administrative offices, before the first pay period, the following credentials as required by the state law and by the policies of this school district: (Maintenance of up-to-date credentials and records shall be the responsibility of the employee.)
 - A. Income tax withholding W-4 form (exemption authorization)
 - B. Certificate of tuberculin skin test, chest x-ray, or health department screening
 - C. A copy of the Social Security card
 - D. Up-to-date mailing address and telephone number
 - E. A copy of the driver's license or other form of identification
 - F. Proof of U.S. citizenship

Failure to meet these requirements will result in withholding of paychecks and, if not corrected, would be considered an inability to meet legal requirements.

Legal References: Ark. Stat. Ann 12-2804, 80-225, 80-509; Act 936 of 1983

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.13 – TEACHER RETIREMENT

Classified employees participate in Social Security and are also members of the Arkansas Teacher Retirement System. Exception: Some classified employees who are under contract for more than 180 days had a choice to be contributory or non-contributory members of Arkansas Teacher Retirement System until July 1, 1999, at which time all new members were automatically enrolled in the contributory plan.

New members who have entered the system after July 1, 1999, and are under contract for 180 days or less, are automatically enrolled as non-contributory members and will have one year to make an irrevocable election to be contributory. If no election form is submitted, those members remain in the System as non-contributory members.

Legal References: Act 81 of 1999
Act 907 of 1999

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012

8.0.14 – CLASSIFIED PERSONNEL POLICIES COMMITTEE

The School Board shall provide for a Committee on Personnel Policies in accordance with State laws.

There shall be five (5) classifications of classified personnel – maintenance and operation, transportation, food service, secretarial and clerical, and aides and paraprofessionals. The committee shall consist of one non-management representative from each of the five classifications. A classified employee shall be an employee who is not required to hold a teaching license.

There shall be no more than three (3) administrators on the committee, one of which may be the Superintendent. These shall be appointed by the Superintendent.

The classified personnel members of the committee shall be elected by a majority of the classified personnel voting by secret ballot. The election shall be solely conducted by the classified personnel, including distribution of ballots to all classified personnel.

The election shall be conducted in mid-October.

The personnel policies of the school district in effect at the time a classified employee's contract is entered into or renewed shall be considered to be incorporated as terms of the contract and shall be binding upon both parties unless changed by mutual consent. Any amendments to personnel policies adopted during the term of such contract shall become effective the following July 1. However, these amendments may take place immediately with mutual consent.

The school district's committee on the personnel policies for classified personnel shall organize itself in October, elect a chairman and secretary, and develop a calendar of meetings throughout the year to review the district's personnel policies to determine if additional policies or amendments to existing policies are needed.

Minutes of the committee meeting shall be promptly reported and distributed to members of the board and posted in the worksites of the district including administrative offices.

Either the committee or the board of directors may propose new personnel policies or amendments to existing policies, if the proposals by the board have been submitted to the committee at least ten (10) working days prior to presentation to the Board. The committee shall present its proposed policies or amendments to existing policies to the board of directors. After presentation to the Board, final action shall be taken no later than the next regular board meeting.

The board of directors shall have the authority to adopt, reject, or refer back to the committee on personnel policies for further study and revision, any proposed policies or amendments to existing policies that are submitted to the board for consideration.

Each classified employee being employed by a school district for the first time shall be given a copy of the district's personnel policies in effect at the time of his/her employment. Each classified employee or administrator who was employed before the adoption of this policy shall be given a copy of the district's personnel policies at the time his/her contract is renewed or extended.

Each classified employee or administrator shall be furnished a copy of any amendments to the personnel policies within thirty (30) days after approval of the amendments by the board of directors of the district.

Date Approved: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.15 – PROCEDURES FOR ELECTION OF MEMBERS OF THE CLASSIFIED PERSONNEL POLICIES COMMITTEE FOR MAGNOLIA PUBLIC SCHOOLS

Characteristics of a representative Personnel Policies Committee

- 1. Representation of all job classifications
- 2. Representation of different buildings
- 3. Staggered terms for continuity
- 4. Representation by both majority and minority races
- 5. Representation by both female and male

The System-Wide Election

- 1. Five classified non-management personnel will be elected in a system-wide election by the classified personnel of the system to be members of the Personnel Policies Committee. The system-wide election will be held during the first quarter of the school year.
- 2. To provide representation as proportionate as possible, members from different classifications will represent buildings as follows:

Maintenance and Operation	1 member
Transportation	1 member
Food Service	1 member
Secretarial and Clerical	1 member
Aides and Paraprofessionals	1 member

- 3. To provide continuity, the members will serve staggered terms. In the first election under these procedures, the terms will be as follows:

Maintenance and Operation	1-year term
Transportation	2-year term
Food Service	1-year term
Secretarial and Clerical	2-year term
Aides and Paraprofessionals	1-year term

In subsequent years members will be elected by the procedures for the first year. In the fall of each year beginning in 2004, committee members will be elected for two-year terms on a two-year rotating cycle. The cycle pattern is as follows:

Year 1	<u>Maintenance and Operation</u>	<u>Food Service</u>	<u>Aides</u>
	Reelect for 2-year term	Reelect for 2-year term	Reelect for 2-year term
Year 2	<u>Transportation</u>	<u>Secretaries</u>	
	Reelect for 2-year term	Reelect for 2-year term	

Members may serve no more than two consecutive terms. If a member of the Personnel Policies Committee leaves the job classification or the system, a replacement will be elected to fill the un-expired term at the next regular election.

- 4. After the initial election, the noncertified members of the Personnel Policies Committee will serve as a system-wide election committee and will elect a chairperson to coordinate the procedures.

5. The system-wide election committee will set the dates of all elections, prepare the ballots for the system-wide election, distribute the ballots for the system-wide election to the building election committee, receive and tally the system-wide ballots, and report the names of the classified members of the Personnel Policies Committee to the Superintendent's office. Secretarial help will be available from the superintendent's office for clerical work such as preparing ballots.
6. The nominees for the system-wide ballot will have been given to the chairperson of the system-wide election committee by the noncertified election committee.

Classified Nominating Election

1. Each classification will hold a nominating election to elect a nominee for membership on the Personnel Policies Committee. The nominees will represent different classifications.
2. Candidates for classification elections will be nominated from the floor at a meeting of classification members and those nominated will be voted on by secret ballot. Cross-classification personnel will be on the list of the classification where they work the most time.
3. Each noncertified employee will have one vote for the position representing his/her classification.
4. The name of one classified person as a nominee for each position may be submitted for the system-wide election. The person with the most votes will be the nominee. In case of a tie, a runoff will be held.
5. The members of the Classified Personnel Policies Committee from each classification will serve on the classification election committee and will appoint other noncertified persons from their classification to make a committee of three. As far as possible the committee members will represent different buildings or responsibilities. The committee will select a chairperson to coordinate the classification and system-wide elections.
6. The classification election committee will prepare the ballots for the nominating election, call a meeting of all classified personnel in the classification and hold the election, tally the ballots, and report the names of the nominees for the system-wide election to the chairperson of the system-wide election committee. Secretarial help will be available from the superintendent's office for clerical work such as preparing ballots.
7. The classification committee will also conduct the system-wide election for the building. The committee will be provided ballots by the chairperson of the system-wide election committee, will call a meeting of all personnel in the classification and hold the election, and return the ballots to the system-wide election committee.

Further Proposal

It is further proposed that a nonmember secretary (without vote) be designated by the Superintendent to attend meetings to take notes, prepare minutes and distribute copies to the committee members. This secretary could be either a certified or classified staff member.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.0.16 – SOLICITATIONS: STAFF TO STUDENTS

While employed by the Magnolia School District, no person shall act as salesman or agent within the District during the school year to pupils of any school.

No employee may purchase for profitable resale, any materials or merchandise, or act as an employee or agent for any commercial firm that might sell to or take orders from or for the use of pupils, except needed graduation supplies ordered and sold at cost and paid for through the business office. Any companies or individual dealing with pupils, classes, organizations, or groups within the school shall make their own arrangements for distribution and collection. The school administration will have the right with the company to determine the price for any articles purchased.

Legal Reference: A.S.A. §80-213,80-509,80-539,80-1902,80-1909

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.17 – SOLICITATION: SALESPERSONS

All salespersons and solicitors desiring to visit the schools of this district shall secure permission in advance at the office of the Superintendent and principal. An employee shall not be permitted to talk with a salesperson or any other person if this involves leaving their job assignment.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.18 – CONTRACT – RETURN

An employee shall have thirty (30) days from the date of the receipt of the contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo which will be attached to the contract.

An employee shall have the right to unilaterally rescind any signed contract no later than ten (10) days after the end of the school year.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the Board shall be required in order to make the employee's resignation final.

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

Date Adopted: June 14, 2004

Re-Adopted: July 10, 2006

8.0.19 – INSULT OR ABUSE OF SCHOOL EMPLOYEE

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

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

Legal Reference: A.C.A. § 6-17-106

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.0.20 – EMPLOYMENT - SALARY DEDUCTION

Salary deductions which are considered statutory shall be deducted in accordance with applicable laws and regulations. The School Board may authorize voluntary deductions. Classified personnel shall sign a form authorizing all voluntary continuous payroll deductions and verifying knowledge of all board regulations governing these deductions. Compulsory and payroll deductions are described as follows:

1. Compulsory Deductions – adjusted as required by law and deducted each payroll

- A. State Income Tax
- B. Federal Income Tax
- C. Teacher Retirement (unless non-contributory)
- D. Social Security
- E. Medicare Tax

2. Payroll Deductions

- A. The Superintendent is authorized to withhold such professional dues as may be appropriate provided there is a request bearing the manual signature of the employee. This request shall be filed in the Superintendent's office and shall be subject to audit. The Superintendent may withhold this amount from the salary of the employee in eight (8) installments beginning in October of each year provided the proper authorization is provided by the employee. In the event of an employee resigning prior to the end of the contract, the employee is responsible for the total amount of professional dues. Employees hired after October 1 who choose to join a professional organization may have the dues deducted in the same amount for the balance of the year as other employees. The school district shall transmit dues upon deduction to the proper professional organization.
- B. State Health and Life Insurance – The state provides for a basic health, life, and accidental death insurance for all full-time classified personnel who desire such coverage. The cost of the individual plan varies, based on the state's contribution. Family coverage is also available at the additional premium. Classified personnel who are currently enrolled in the state health insurance program and need to add to their coverage may only do so if there is a qualifying event during the year. Otherwise, changes may only be made during annual enrollment in October each year. Cancellations can be made during the year if the employee has a qualifying event. Personnel who are not members and desire to join the program may do so during open enrollment unless they have a qualifying event. In this case, the employee may join during the year. Personnel who begin employment during the school year may join the program by making application. Personnel who transfer to the District and are members of the program must notify the central office to insure continuous coverage.

3. Insurance and/or Annuities

The following insurance companies and plans have been approved for payroll withholding:

American Fidelity Assurance Company

Ameriprise Financial Services

Edward Jones

Waller Wealth Management

Health Advantage POS & HMO

Delta Dental

VSP Vision

Variable Annuity Life Insurance Co. (VALIC)

Legal References: ASA § 80-1234, 80-1333, 80-1443, 6-17-805
Revised: May 1988

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
Revised: November 4, 2019

8.0.21 – EMPLOYMENT – DRUG-FREE WORKPLACE

The Magnolia School District is committed to providing a drug-free workplace both for the health and safety of its employees and as an example to its students. All employees share the responsibility for insuring a drug-free workplace. This notification is distributed to all district employees. It is mandatory that employees comply with this policy.

Information about drug and alcohol counseling and treatment will be provided to employees upon request. A resource list is in the Superintendent's Office.

The unlawful possession, use, or distribution of illicit drugs or alcohol on district property or as part of any school activity constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or perform his/her duties after having used any prohibited drug and/or alcoholic beverage. Compliance with this regulation is a condition of employment and any employee in violation will be subject to disciplinary action, up to and including termination and referral for prosecution.

Nothing in this regulation shall limit the District's right to discipline up to and including discharge of any employee for off duty, off premises illegal drug activity.

Legal Reference: Public Law 101-226

Date Approved: June 14, 2004

Re-adopted: July 10, 2006

8.0.22 – COBRA – NONCERTIFIED PERSONNEL

COBRA refers to the Consolidated Omnibus Budget Reconciliation Act – a program that allows former employees to continue receiving health coverage benefits.

All employees, spouses, and dependent children may be eligible under certain conditions for continued health or dental coverage if elected at the employee's expense, if that employee or his/her beneficiaries would otherwise lose coverage as a result of one of the following events:

1. Termination of a covered employee for reasons other than gross misconduct or reduction in hours of employment
2. Death of a covered employee
3. Divorce or legal separation of the covered employee
4. Cessation of a dependent child's status as a dependent

Coverage may be continued for up to 18 months for the terminated employee and for up to 36 months under any of the other applicable circumstances above.

The District will notify any eligible employee or the spouse of a deceased employee of his/her right to remain in the group insurance coverage. The employee or surviving spouse has 60 days to elect coverage and 45 days after electing coverage to pay the full premium including arrears. In the event of a divorce or a dependent becoming ineligible due to age, the employee must notify the central office within 30 days in order to continue coverage in the group.

Employees are ineligible for this continued coverage if they can be covered under Medicare, other group insurance programs or if they fail to pay the premiums.

The District, or the company that is hired to administer the COBRA Program for the public schools, has the right to charge up to two (2%) percent of the premium rate to cover administrative expenses.

Legal Reference: Consolidated Omnibus Budget Reconciliation Act

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

The District is required to post the salary schedule on its website by September 15 of each year and should place an obvious hyperlink, button, or menu item on the website's homepage that links directly to the current year classified policies and salary schedule.

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

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

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 7.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the DESE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.

Cross References: Policy 1.9—POLICY FORMULATION
 7.23-Health Care Coverage and the Affordable Care Act

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

Date Adopted: May 13, 2013
Revised: September 9, 2013
 April 14, 2014
 September 9, 2019

MAGNOLIA SCHOOL DISTRICT #14
P.O. Box 649
Magnolia, Arkansas 71754-0649

ENTRY LEVEL CLASSIFIED PERSONNEL SALARY SCHEDULE
2022-2023

Entry Level

Secretary (8 hours per day)		\$ 12.00 per hour
Clerical Aide (7 hours per day)		\$ 11.00 per hour
Personal Caregiver Aide		\$ 11.00 per hour
Instructional Aide		\$ 11.00 per hour
Student Aide		\$ 11.00 per hour
Special Education Aide (Testing required)	\$500 stipend	\$ 11.00 per hour
Bookkeeper		\$ 16.79 per hour
Maintenance Helper		\$ 12.00 per hour
Custodian		\$ 11.00 per hour
Technology Technician		\$ 11.00 per hour

FOR MOST OF THE FOLLOWING SCHEDULES, STEPS DO NOT REFLECT YEARS OF EXPERIENCE.

Contract days & amounts vary according to the number of days & hours worked - Fiscal Year is July 1 through June 30.

Substitute Pay Schedule

Certified Substitute Teacher	\$ 85.00 per day
Non-Certified Substitute Teacher	\$ 80.00 per day
Classified/Clerical Aide Substitute	\$ 11.00 per hour
Bus Driver - Long Route	\$ 45.93 per day

Schedule TRS - Transportation Services - 178 days - 8 hrs/day

STEP	<u>TRN SVS</u>
1	\$22,962.00
2	\$23,334.24
3	\$23,649.00
4	\$23,968.20
5	\$24,292.00
6	\$24,620.00
7	\$24,953.00
8	\$25,290.00
9	\$25,632.00
10	\$25,979.00

Transportation /Bus Driver Salary Schedule

Schedule BUS - 178 Days

STEPS

1	Bus Driver	\$9,939.52	\$55.84 per day
2	1 year's exp.	\$10,235.00	\$57.50
3	2 years' exp.	\$10,502.00	\$59.00
4	3 years' exp.	\$10,858.00	\$61.00
5	4 years' exp.	\$11,125.00	\$62.50
6	5 years' exp.	\$11,481.00	\$64.50
7	6 years' exp.	\$12,054.16	\$67.72
8	7 years' exp.	\$12,638.00	\$71.00
9	8 years' exp.	\$13,017.14	\$73.13
10	9 years' exp.	\$13,407.65	\$75.32
11	10 years' exp	\$13,748.93	\$77.24
12	11 years' exp.	\$13,972.00	\$78.49
13	12 years' & up	\$14,161.00	\$79.56

Child Nutrition/Food Service Salary Schedule

The food service department is virtually self-supporting and increases are based upon funds available.

Schedule FS2

183 Day - 7 hr/day

Cafeteria Employee

<u>Steps</u>	<u>Hourly Rate</u>
1	\$11.00
2	\$11.17
3	\$11.34
4	\$11.51
5	\$11.68
6	\$11.85
7	\$12.03
8	\$12.20
9	\$12.39
10	\$12.57
11	\$12.75
12	\$12.94
13	\$13.13
14	\$13.32
15	\$13.50

Schedule MGR

188 Day - 8 hr/day

Certified Managers

<u>Hourly Rate</u>			
\$12.40	16	\$15.50	
\$12.59	17	\$15.74	
\$12.77	18	\$15.97	
\$12.97	19	\$16.21	
\$13.16	20	\$16.45	
\$13.36	21	\$16.70	
\$13.56	22	\$16.95	
\$13.76	23	\$17.21	
\$13.97	24	\$17.46	
\$14.18	25	\$17.73	
\$14.39			
\$14.61			
\$14.83			
\$15.05			
\$15.27			

Part-Time and Long Term Substitutes \$ 11.00 per hour

Schedule FSA - Food Services Assistant - 220 days - 8 hrs/day

STEP	8 HOUR	<i>Continued</i>	
1	\$11.40	14	\$14.12
2	\$11.60	15	\$14.33
3	\$11.80	16	\$14.54
4	\$12.01	17	\$14.76
5	\$12.22	18	\$14.98
6	\$12.43	19	\$15.21
7	\$12.65	20	\$15.44
8	\$12.87	21	\$15.67
9	\$13.10	22	\$15.90
10	\$13.30	23	\$16.14
11	\$13.50	24	\$16.38
12	\$13.70	25	\$16.63
13	\$13.91		

Schedule CND - Food Services Director - 240 days - 8 hrs/day

STEP	Bachelor	<i>Continued</i>	
1	\$37,700.00	14	\$48,575.00
2	\$38,450.00	15	\$49,575.00
3	\$39,250.00	16	\$50,575.00
4	\$40,050.00	17	\$51,600.00
5	\$40,850.00	18	\$52,650.00
6	\$41,700.00	19	\$53,725.00
7	\$42,550.00	20	\$54,800.00
8	\$43,400.00	21	\$55,900.00
9	\$44,300.00	22	\$57,025.00
10	\$45,200.00	23	\$58,200.00
11	\$46,125.00	24	\$59,400.00
12	\$47,100.00	25	\$60,625.00
13	\$47,625.00		

Schedule LTS - Long Term Substitute w/ Waiver - 190 days - 7 hrs/day

STEP	<u>Bachelors</u>	<u>Masters</u>
1	\$31,000.00	\$35,650.00
2	\$31,450.00	\$36,150.00
3	\$31,900.00	\$36,650.00
4	\$32,350.00	\$37,150.00
5	\$32,800.00	\$37,650.00
6	\$33,250.00	\$38,150.00
7	\$33,700.00	\$38,650.00
8	\$34,150.00	\$39,150.00
9	\$34,600.00	\$39,650.00
10	\$35,050.00	\$40,150.00
11	\$35,500.00	\$40,650.00
12	\$35,950.00	\$41,150.00
13	\$36,400.00	\$41,650.00
14	\$36,850.00	\$42,150.00
15	\$37,300.00	\$42,650.00
16	\$37,750.00	\$43,150.00

Schedule 178 - Aides 178 days

STEP	6 HR	6.5 HR	7 HR	7.5 HR	8 HR	ADJ
1	\$11,748.00	\$12,727.00	\$13,706.00	\$14,685.00	\$15,664.00	\$0.00
2	\$11,925.00	\$12,918.00	\$13,912.00	\$14,906.00	\$15,899.00	\$0.00
3	\$12,104.00	\$13,112.00	\$14,121.00	\$15,129.00	\$16,138.00	\$0.00
4	\$12,285.00	\$13,309.00	\$14,333.00	\$15,356.00	\$16,380.00	\$0.00
5	\$12,469.00	\$13,508.00	\$14,548.00	\$15,587.00	\$16,626.00	\$0.00
6	\$12,656.00	\$13,711.00	\$14,766.00	\$15,820.00	\$16,875.00	\$0.00
7	\$12,846.00	\$13,917.00	\$14,987.00	\$16,058.00	\$17,128.00	\$0.00
8	\$13,039.00	\$14,125.00	\$15,212.00	\$16,299.00	\$17,385.00	\$0.00
9	\$13,235.00	\$14,337.00	\$15,440.00	\$16,543.00	\$17,646.00	\$0.00
10	\$13,433.00	\$14,552.00	\$15,672.00	\$16,791.00	\$17,911.00	\$0.00
11	\$13,635.00	\$14,771.00	\$15,907.00	\$17,043.00	\$18,179.00	\$0.00
12	\$13,839.00	\$14,992.00	\$16,145.00	\$17,299.00	\$18,452.00	\$0.00
13	\$14,047.00	\$15,217.00	\$16,388.00	\$17,558.00	\$18,729.00	\$0.00
14	\$14,257.00	\$15,445.00	\$16,633.00	\$17,822.00	\$19,010.00	\$0.00
15	\$14,471.00	\$15,677.00	\$16,883.00	\$18,089.00	\$19,295.00	\$18,900.00
16	\$14,688.00	\$15,912.00	\$17,136.00	\$18,360.00	\$19,584.00	\$19,270.00
17	\$14,909.00	\$16,151.00	\$17,393.00	\$18,636.00	\$19,878.00	\$19,500.00
18	\$15,132.00	\$16,393.00	\$17,654.00	\$18,915.00	\$20,176.00	\$19,700.00
19	\$15,359.00	\$16,639.00	\$17,919.00	\$19,199.00	\$20,479.00	\$20,000.00
20	\$15,590.00	\$16,889.00	\$18,188.00	\$19,487.00	\$20,786.00	\$20,392.00

Schedule AB1 - Pre-K Aide 183 days - 7.5 hrs/day

Arkansas Better Chance Pre-Kindergarten Aide

Step	Range 01
1	\$15,441.00
2	\$15,674.00
3	\$15,908.00
4	\$16,141.00
5	\$16,388.00
6	\$16,635.00
7	\$16,882.00
8	\$17,129.00
9	\$17,376.00
10	\$17,637.00
11	\$17,898.00
12	\$18,159.00
13	\$18,433.00
14	\$18,708.00
15	\$18,982.00

Schedule 183 - MKC Aide - 183 Day - 8 hrs/day

Step	AIDE
1	\$16,104.00
2	\$16,346.00
3	\$16,591.00
4	\$16,840.00
5	\$17,093.00
6	\$17,349.00
7	\$17,609.00
8	\$17,873.00
9	\$18,142.00
10	\$18,414.00
11	\$18,690.00
12	\$18,970.00
13	\$19,255.00
14	\$19,544.00
15	\$19,837.00
16	\$20,134.00
17	\$20,436.00
18	\$20,743.00
19	\$21,054.00
20	\$21,370.00

Schedule AVT - Digital Production/Creative Development - 220 Day - 7 hrs/day

Step	220 Day
1	\$52,600.00
2	\$53,385.00
3	\$54,185.00
4	\$55,000.00
5	\$55,825.00
6	\$56,650.00
7	\$57,500.00
8	\$58,350.00
9	\$59,225.00
10	\$60,115.00
11	\$61,015.00
12	\$61,815.00
13	\$62,740.00
14	\$63,680.00
15	\$64,630.00
16	\$65,600.00
17	\$66,585.00
18	\$67,585.00
19	\$68,598.00
20	\$69,625.00

Schedule 200 - Secretary/Receptionist - 200 Days

Step	6.5 Hr	7 Hr	7.5 Hr	8 Hr
1	\$15,600.00	\$16,800.00	\$18,000.00	\$19,200.00
2	\$15,834.00	\$17,052.00	\$18,270.00	\$19,488.00
3	\$16,068.00	\$17,304.00	\$18,540.00	\$19,776.00
4	\$16,315.00	\$17,570.00	\$18,825.00	\$20,080.00
5	\$16,562.00	\$17,836.00	\$19,110.00	\$20,384.00
6	\$16,809.00	\$18,102.00	\$19,395.00	\$20,688.00
7	\$17,056.00	\$18,368.00	\$19,680.00	\$20,992.00
8	\$17,316.00	\$18,648.00	\$19,980.00	\$21,312.00
9	\$17,576.00	\$18,928.00	\$20,280.00	\$21,632.00
10	\$17,836.00	\$19,208.00	\$20,580.00	\$21,952.00
11	\$18,109.00	\$19,502.00	\$20,895.00	\$22,288.00
12	\$18,382.00	\$19,796.00	\$21,210.00	\$22,624.00
13	\$18,655.00	\$20,090.00	\$21,525.00	\$22,960.00
14	\$18,941.00	\$20,398.00	\$21,855.00	\$23,312.00
15	\$19,227.00	\$20,706.00	\$22,185.00	\$23,664.00

Schedule 210 - Secretary/Receptionist - 210 Days

Step	7 Hr	7.5 Hr	8 Hr
1	\$17,640.00	\$18,900.00	\$20,160.00
2	\$17,905.00	\$19,184.00	\$20,463.00
3	\$18,170.00	\$19,467.00	\$20,765.00
4	\$18,449.00	\$19,767.00	\$21,084.00
5	\$18,728.00	\$20,066.00	\$21,404.00
6	\$19,008.00	\$20,365.00	\$21,723.00
7	\$19,287.00	\$20,664.00	\$22,042.00
8	\$19,581.00	\$20,979.00	\$22,378.00
9	\$19,875.00	\$21,294.00	\$22,714.00
10	\$20,169.00	\$21,609.00	\$23,050.00
11	\$20,478.00	\$21,940.00	\$23,403.00
12	\$20,786.00	\$22,271.00	\$23,756.00
13	\$21,095.00	\$22,602.00	\$24,108.00
14	\$21,418.00	\$22,948.00	\$24,478.00
15	\$21,742.00	\$34,237.00	\$24,848.00

Schedule 220 - Secretary/Receptionist - 220 Days

Step	7 Hr	7.5 Hr	8 Hr
1	\$18,480.00	\$19,800.00	\$21,120.00
2	\$18,758.00	\$20,097.00	\$21,437.00
3	\$19,035.00	\$20,394.00	\$21,754.00
4	\$19,327.00	\$20,708.00	\$22,088.00
5	\$19,620.00	\$21,021.00	\$22,423.00
6	\$19,913.00	\$21,335.00	\$22,757.00
7	\$20,205.00	\$21,648.00	\$23,092.00
8	\$20,513.00	\$21,978.00	\$23,444.00
9	\$20,821.00	\$22,308.00	\$23,796.00
10	\$21,129.00	\$22,638.00	\$24,148.00
11	\$21,453.00	\$22,985.00	\$24,517.00
12	\$21,776.00	\$23,331.00	\$24,887.00
13	\$22,099.00	\$23,678.00	\$25,256.00
14	\$22,438.00	\$24,041.00	\$25,644.00
15	\$22,777.00	\$24,404.00	\$26,031.00

Schedule 240 - Receptionist/Secretary 240 days

Step	6.5 HR	7 HR	7.5 HR	8 HR
1	\$18,720.00	\$20,160.00	\$21,600.00	\$23,040.00
2	\$19,001.00	\$20,463.00	\$21,924.00	\$23,386.00
3	\$19,282.00	\$20,765.00	\$22,248.00	\$23,732.00
4	\$19,578.00	\$21,084.00	\$22,590.00	\$24,096.00
5	\$19,875.00	\$21,404.00	\$22,932.00	\$24,461.00
6	\$20,171.00	\$21,723.00	\$23,274.00	\$24,826.00
7	\$20,468.00	\$22,042.00	\$23,616.00	\$25,191.00
8	\$20,780.00	\$22,378.00	\$23,976.00	\$25,575.00
9	\$21,092.00	\$22,714.00	\$24,336.00	\$25,959.00
10	\$21,404.00	\$23,050.00	\$24,696.00	\$26,343.00
11	\$21,731.00	\$23,403.00	\$25,074.00	\$26,746.00
12	\$22,059.00	\$23,756.00	\$25,452.00	\$27,149.00
13	\$22,386.00	\$24,108.00	\$25,830.00	\$27,552.00
14	\$22,730.00	\$24,478.00	\$26,226.00	\$27,975.00
15	\$23,073.00	\$24,848.00	\$26,622.00	\$28,397.00

Schedule REG - Registrar - 240 days - 7 hrs/day

STEP	RANGE 01
1	\$ 20,650.00
2	\$ 20,959.75
3	\$ 21,274.15
4	\$ 21,593.26
5	\$ 21,917.16
6	\$ 22,245.91
7	\$ 22,579.60
8	\$ 22,918.30
9	\$ 23,262.07
10	\$ 23,611.00
11	\$ 23,965.17
12	\$ 24,324.65
13	\$ 24,689.52
14	\$ 25,059.86
15	\$ 25,435.76
16	\$ 25,817.29
17	\$ 26,204.55
18	\$ 26,597.62
19	\$ 26,996.58
20	\$ 27,401.53
21	\$ 27,812.56
22	\$ 28,229.74
23	\$ 28,653.19
24	\$ 29,082.99
25	\$ 29,519.23

Schedule MEC - Bus Mechanic - 240 days - 8 hrs/day

STEP	RANGE 01	RANGE 02
1	\$19,200.00	\$20,200.00
2	\$20,050.00	\$21,210.00
3	\$20,900.00	\$22,270.50
4	\$21,750.00	\$23,384.00
5	\$22,600.00	\$24,553.25
6	\$23,450.00	\$25,780.88
7	\$24,300.00	\$27,070.00
8	\$25,150.00	\$28,425.00
9	\$26,000.00	\$29,845.00
10	\$27,870.00	\$31,325.00
11	\$28,890.00	\$32,900.00
12	\$29,910.00	\$34,545.00
13	\$30,930.00	\$36,272.25
14	\$31,950.00	\$38,085.00
15	\$32,970.00	\$38,935.00
16	\$33,990.00	\$39,785.00
17	\$35,010.00	\$40,635.00
18	\$36,030.00	\$41,485.00
19	\$37,050.00	\$42,335.00
20	\$38,070.00	\$43,185.00
21	\$39,090.00	\$44,035.00
22	\$40,110.00	\$44,885.00
23	\$41,456.25	\$45,533.92
24	\$42,476.25	\$46,553.92
25	\$43,495.25	\$46,953.92
26	\$43,896.25	\$47,353.92
27	\$44,489.00	\$47,546.67

Schedule HVI- HVAC Maintenance - 240 days - 8 hrs/day

STEP	RANGE 01	RANGE 02
1	\$33,000.00	
2	\$34,000.00	
3	\$35,000.00	
4	\$36,000.00	
5	\$37,000.00	
6	\$38,000.00	
7	\$39,000.00	
8	\$40,000.00	
9	\$41,000.00	
10	\$42,000.00	
11	\$43,000.00	
12	\$44,000.00	
13	\$44,552.00	
14	\$45,572.00	
15	\$46,310.00	
16	\$46,710.00	\$47,000.00
17	\$46,710.00	\$47,700.00
18	\$46,710.00	\$48,400.00
19	\$46,710.00	\$49,100.00
20	\$46,710.00	\$49,886.00
21	\$47,110.00	\$50,500.00
22	\$47,510.00	\$51,250.00
23	\$47,510.00	\$52,000.00
24	\$47,510.00	\$52,750.00
25	\$47,510.00	\$53,500.00

Schedule MTE - Maintenance - 240 days - 8 hrs/day

STEP	HELPER	MTCE 1	MTCE 2	MTCE 3
1	\$23,040.00	\$26,880.00	\$36,480.00	\$46,080.00
2	\$23,386.00	\$27,284.00	\$37,037.00	\$46,772.00
3	\$23,732.00	\$27,687.00	\$37,594.00	\$47,482.00
4	\$24,096.00	\$28,109.00	\$38,151.00	\$48,192.00
5	\$24,461.00	\$28,532.00	\$38,727.00	\$48,922.00
6	\$24,826.00	\$28,954.00	\$39,303.00	\$49,652.00
7	\$25,191.00	\$29,396.00	\$39,898.00	\$50,400.00
8	\$25,575.00	\$29,837.00	\$40,493.00	\$51,149.00
9	\$25,959.00	\$30,279.00	\$41,108.00	\$51,917.00
10	\$26,343.00	\$30,740.00	\$41,722.00	\$52,704.00

Schedule 195 - Nurse - 195 days/yr - 7 hrs/day

STEPS	<u>LPN</u>	<u>RN</u>	<u>Head RN</u>
1	\$23,900.00	\$36,710.00	\$38,550.00
2	\$24,260.00	\$37,260.00	\$39,125.00
3	\$24,625.00	\$37,815.00	\$39,715.00
4	\$25,000.00	\$38,385.00	\$40,310.00
5	\$25,375.00	\$38,960.00	\$40,915.00
6	\$25,760.00	\$39,545.00	\$41,525.00
7	\$26,150.00	\$40,140.00	\$42,150.00
8	\$26,540.00	\$40,745.00	\$42,780.00
9	\$26,935.00	\$41,355.00	\$43,420.00
10	\$27,340.00	\$41,975.00	\$44,075.00
11	\$27,750.00	\$42,605.00	\$44,735.00
12	\$28,165.00	\$43,245.00	\$45,400.00
13	\$28,585.00	\$43,895.00	\$46,080.00
14	\$29,010.00	\$44,550.00	\$46,770.00
15	\$29,450.00	\$45,215.00	\$47,475.00
16	\$29,890.00	\$45,895.00	\$48,185.00
17	\$30,340.00	\$46,585.00	\$48,910.00
18	\$30,795.00	\$47,285.00	\$49,650.00

Schedule 24S - Secretary 240 days

Step	7 HR	7.5 HR	8 HR	EXEC
1	\$24,276.00	\$26,010.00	\$27,744.00	\$36,000.00
2	\$24,646.00	\$26,406.00	\$28,167.00	\$36,500.00
3	\$25,016.00	\$26,802.00	\$28,589.00	\$37,000.00
4	\$25,385.00	\$27,198.00	\$29,012.00	\$37,500.00
5	\$25,772.00	\$27,612.00	\$29,453.00	\$38,000.00
6	\$26,158.00	\$28,026.00	\$29,895.00	\$38,500.00
7	\$26,544.00	\$28,440.00	\$30,336.00	\$39,000.00
8	\$26,948.00	\$28,872.00	\$30,797.00	\$39,500.00
9	\$27,351.00	\$29,304.00	\$31,258.00	\$40,000.00
10	\$27,754.00	\$29,736.00	\$31,719.00	\$40,500.00
11	\$28,174.00	\$30,186.00	\$32,199.00	\$41,000.00
12	\$28,594.00	\$30,636.00	\$32,679.00	\$41,500.00
13	\$29,031.00	\$31,104.00	\$33,178.00	\$42,000.00
14	\$29,468.00	\$31,572.00	\$33,677.00	\$42,500.00
15	\$29,904.00	\$32,040.00	\$34,176.00	\$43,000.00
16	\$30,358.00	\$32,526.00	\$34,695.00	\$43,600.00
17	\$30,812.00	\$33,012.00	\$35,213.00	\$44,200.00
18	\$31,282.00	\$33,516.00	\$35,751.00	\$44,800.00
19	\$31,752.00	\$34,020.00	\$36,288.00	\$45,400.00
20	\$32,223.00	\$34,524.00	\$36,826.00	\$46,000.00

Schedule FIN - Business Department - 240 days - 7.5 hrs/day

STEP		Bookkeeper	AP/PUR/BEN	PAYROLL	Business Mgr	Controller
1	\$	30,220.00	\$ 31,170.00	\$ 36,781.00	\$ 46,781.00	\$ 52,000.00
2	\$	30,674.00	\$ 31,638.00	\$ 37,333.00	\$ 47,483.00	\$ 52,780.00
3	\$	31,135.00	\$ 32,113.00	\$ 37,893.00	\$ 48,196.00	\$ 53,570.00
4	\$	31,603.00	\$ 32,595.00	\$ 38,462.00	\$ 48,919.00	\$ 54,375.00
5	\$	32,078.00	\$ 33,084.00	\$ 39,039.00	\$ 49,653.00	\$ 55,190.00
6	\$	32,560.00	\$ 33,581.00	\$ 39,625.00	\$ 50,398.00	\$ 56,020.00
7	\$	33,049.00	\$ 34,085.00	\$ 40,220.00	\$ 51,154.00	\$ 56,860.00
8	\$	33,545.00	\$ 34,597.00	\$ 40,824.00	\$ 51,922.00	\$ 57,710.00
9	\$	34,049.00	\$ 35,116.00	\$ 41,437.00	\$ 52,701.00	\$ 58,575.00
10	\$	34,560.00	\$ 35,643.00	\$ 42,059.00	\$ 53,492.00	\$ 59,450.00
11	\$	35,079.00	\$ 36,178.00	\$ 42,690.00	\$ 54,295.00	\$ 60,345.00
12	\$	35,606.00	\$ 36,721.00	\$ 43,331.00	\$ 55,110.00	\$ 61,250.00
13	\$	36,141.00	\$ 37,272.00	\$ 43,981.00	\$ 55,937.00	\$ 62,170.00
14	\$	36,684.00	\$ 37,832.00	\$ 44,641.00	\$ 56,777.00	\$ 63,100.00
15	\$	37,235.00	\$ 38,400.00	\$ 45,311.00	\$ 57,629.00	\$ 64,045.00
16	\$	37,794.00	\$ 38,976.00	\$ 45,991.00	\$ 58,494.00	\$ 65,000.00
17	\$	38,361.00	\$ 39,561.00	\$ 46,681.00	\$ 59,372.00	\$ 65,975.00
18	\$	38,937.00	\$ 40,155.00	\$ 47,382.00	\$ 60,263.00	\$ 66,965.00
19	\$	39,522.00	\$ 40,758.00	\$ 48,093.00	\$ 61,167.00	\$ 67,970.00
20	\$	40,115.00	\$ 41,370.00	\$ 48,815.00	\$ 62,085.00	\$ 69,000.00
21	\$	40,717.00	\$ 41,991.00	\$ 49,548.00	\$ 63,017.00	\$ 70,035.00
22	\$	41,328.00	\$ 42,621.00	\$ 50,292.00	\$ 63,963.00	\$ 71,085.00
23	\$	41,948.00	\$ 43,261.00	\$ 51,047.00	\$ 64,923.00	\$ 72,150.00
24	\$	42,578.00	\$ 43,910.00	\$ 51,813.00	\$ 65,897.00	\$ 73,250.00
25	\$	43,217.00	\$ 44,569.00	\$ 52,591.00	\$ 66,886.00	\$ 74,350.00
26	\$	43,866.00	\$ 45,238.00	\$ 53,380.00	\$ 67,890.00	\$ 75,465.00
27	\$	44,524.00	\$ 45,917.00	\$ 54,181.00	\$ 68,909.00	\$ 76,600.00
28	\$	45,192.00	\$ 46,606.00	\$ 54,994.00	\$ 69,943.00	\$ 77,750.00
29	\$	45,870.00	\$ 47,306.00	\$ 55,819.00	\$ 70,993.00	\$ 78,900.00
30	\$	46,559.00	\$ 48,016.00	\$ 56,657.00	\$ 72,058.00	\$ 80,100.00

Schedule IT1 - Technology Services/Networking - 240 days - 7 hrs/day

STEP	RANGE 01	RANGE 02	RANGE 03
1	\$30,000.00	\$40,000.00	\$50,175.00
2	\$30,800.00	\$40,600.00	\$50,928.00
3	\$31,500.00	\$41,209.00	\$51,692.00
4	\$31,973.00	\$41,828.00	\$52,468.00
5	\$32,453.00	\$42,456.00	\$53,256.00
6	\$32,940.00	\$43,093.00	\$54,055.00
7	\$33,435.00	\$43,740.00	\$54,866.00
8	\$33,937.00	\$44,397.00	\$55,689.00
9	\$34,447.00	\$45,063.00	\$56,525.00
10	\$34,964.00	\$45,739.00	\$57,373.00
11	\$35,489.00	\$46,426.00	\$58,234.00
12	\$36,022.00	\$47,123.00	\$59,108.00
13	\$36,563.00	\$47,830.00	\$60,000.00
14	\$37,112.00	\$48,548.00	\$60,900.00
15	\$37,669.00	\$49,277.00	\$61,814.00
16	\$38,235.00	\$50,017.00	\$62,742.00
17	\$38,809.00	\$50,768.00	\$63,684.00
18	\$39,392.00	\$51,530.00	\$64,640.00
19	\$39,983.00	\$52,303.00	\$65,610.00
20	\$40,583.00	\$53,088.00	\$66,595.00

Schedule SLP - Speech Pathology - 190 days - 8 hrs/day

STEP	SLP	SLP-A
1	\$59,550.00	\$31,544.00
2	\$60,100.00	\$32,024.00
3	\$60,650.00	\$32,504.00
4	\$61,200.00	\$32,984.00
5	\$61,750.00	\$33,464.00
6	\$62,300.00	\$33,944.00
7	\$62,850.00	\$34,424.00
8	\$63,400.00	\$34,904.00
9	\$63,950.00	\$35,384.00
10	\$64,500.00	\$35,864.00
11	\$65,050.00	\$36,344.00
12	\$65,600.00	\$36,824.00
13	\$66,150.00	\$37,304.00
14	\$66,700.00	\$37,784.00
15	\$67,250.00	\$38,264.00
16	\$67,800.00	\$38,744.00
17	\$68,350.00	\$39,224.00
18	\$68,900.00	\$39,704.00
19	\$69,450.00	\$40,184.00
20	\$70,000.00	\$40,664.00
21	\$70,550.00	\$41,144.00

Schedule SOC - Social Worker - 190 days - 7 hrs/day

STEP	Bachelors	Masters
1	\$35,000.00	\$36,638.00
2	\$35,525.00	\$37,187.00
3	\$36,058.00	\$37,744.00
4	\$36,598.00	\$38,310.00
5	\$37,146.00	\$38,884.00
6	\$37,703.00	\$39,467.00
7	\$38,268.00	\$40,059.00
8	\$38,842.00	\$40,659.00
9	\$39,424.00	\$41,268.00
10	\$40,015.00	\$41,887.00
11	\$40,615.00	\$42,515.00
12	\$41,224.00	\$43,152.00
13	\$41,842.00	\$43,799.00
14	\$42,469.00	\$44,455.00
15	\$43,106.00	\$45,121.00
16	\$43,752.00	\$45,797.00
17	\$44,408.00	\$46,483.00
18	\$45,074.00	\$47,180.00
19	\$45,750.00	\$47,887.00
20	\$46,436.00	\$48,605.00
21	\$47,132.00	\$49,334.00

Schedule MHT - Mental Health Therapist - 220 days - 8 hrs/day

STEP	MHT
1	\$32,000.00
2	\$32,550.00
3	\$33,125.00
4	\$33,700.00
5	\$34,300.00
6	\$34,900.00
7	\$35,500.00
8	\$36,125.00
9	\$36,750.00
10	\$37,500.00
11	\$38,300.00
12	\$39,200.00
13	\$40,000.00
14	\$40,800.00
15	\$41,620.00
16	\$42,475.00
17	\$43,350.00
18	\$44,250.00
19	\$45,175.00
20	\$46,200.00
21	\$47,000.00
22	\$47,750.00
23	\$48,500.00
24	\$49,125.00
25	\$50,000.00

Schedule SHC - School Health Coordinator - 240 days - 8 hrs/day

STEP	MHT
1	\$46,000.00
2	\$46,805.00
3	\$47,624.09
4	\$48,457.51
5	\$49,305.52
6	\$50,168.36
7	\$51,046.31
8	\$52,000.00
9	\$52,910.00
10	\$53,835.93
11	\$54,778.05
12	\$55,736.67
13	\$56,712.06
14	\$57,704.52
15	\$58,714.35

Schedule DMI- Director of Student Mentoring & Intervention - 240 days

STEP	Director
1	\$51,700.00
2	\$52,475.00
3	\$53,260.00
4	\$54,058.00
5	\$54,868.00
6	\$55,690.00
7	\$56,525.00
8	\$57,373.00
9	\$58,235.00
10	\$59,110.00
11	\$59,997.00
12	\$60,897.00
13	\$61,810.00
14	\$62,737.00
15	\$63,680.00

Schedule MC - Mentoring Coordinator - 240 days - 7.5 hrs/day

STEP	MC
1	\$31,278.00
2	\$31,747.00
3	\$32,223.00
4	\$32,706.00
5	\$33,196.00
6	\$33,693.00
7	\$34,198.00
8	\$34,710.00
9	\$35,230.00
10	\$35,758.00
11	\$36,294.00
12	\$36,838.00
13	\$37,390.00
14	\$37,950.00
15	\$38,519.00

Schedule DFT - Director of Facilities & Transportation - 240 days

STEP	Director
1	\$62,150.00
2	\$63,385.00
3	\$64,655.00
4	\$65,950.00
5	\$67,275.00
6	\$68,625.00
7	\$70,000.00
8	\$71,400.00
9	\$72,828.00
10	\$74,285.00
11	\$75,775.00
12	\$77,295.00
13	\$78,845.00
14	\$80,425.00
15	\$82,035.00

8.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

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

Individuals employed under the District's waiver as unlicensed teachers and administrators shall be evaluated under Policy 3.2—LICENSED PERSONNEL EVALUATIONS.

Cross Reference: 3.2—LICENSED PERSONNEL EVALUATIONS

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 14, 2004
Last Revised: March 14 2005
Re-adopted: July 10, 2006
Revised: June 11, 2012
Revised: August 14, 2017

8.3 - EVALUATION OF CLASSIFIED 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: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.4—CLASSIFIED EMPLOYEES DRUG TESTING

Definitions

“Clearinghouse” means the Federal Motor Carrier Safety Administration Commercial Driver's License Drug and Alcohol Clearinghouse.

“Database” means the Commercial Driver Alcohol and Drug Testing Database of the Office of Driver Services of the Arkansas Department of Finance and Administration.

“Safety-sensitive function” includes:

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

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

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

Scope of Policy

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

1. The employee shall possess a current driver's license authorizing the individual to operate the size school bus the individual is being hired to drive²;
2. Have undergone a physical examination, which shall include a drug test,³ by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certification of school bus driver in service training.⁴

Each person's initial employment for a job entailing a safety-sensitive function is conditioned upon:

- The district receiving a negative drug test result for that employee;⁵
- The employee submitting an electronic authorization through the Clearinghouse for the District to run a full query of the employee's information in the Clearinghouse; and
- The employee's signing a written authorization for the District to request information from:
 - The Database;⁶ and
 - Any U.S. Department of Transportation regulated employers who have employed the employee during any period during the two (2) years prior to the date of the employee's application.

All employees who perform safety-sensitive functions shall annually⁷ submit a written authorization for the District to conduct a limited query of the employee's information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year.

If the District's limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If the District is unable to conduct a full query within twenty-four (24) hours due to the twenty-four (24) hours falling on a weekend, holiday, or other day the District is closed or due to the failure of the employee to authorize the District to receive information resulting from the full query of the Clearinghouse, the employee shall not be permitted to perform any safety-sensitive function until the District conducts the full query and the results confirm that the employee's Clearinghouse record contains no prohibitions on the employee performing safety-sensitive functions.

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").

Requirements

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

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

Prohibitions

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

- G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

Testing for Cause

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

Refusal to Submit

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

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

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

Consequences for Violations

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, refuse to sign the request for information required by law, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.⁹

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulatable

observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of twenty-four (24) hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver is equal to or greater than 0.02, but less than 0.04, the driver shall be prohibited from performing safety-sensitive functions for a period no less than twenty-four (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.

Reporting Requirements

The District shall report the following information about an employee who performs safety-sensitive functions to the Clearinghouse by the close of the third (3rd) business day following the date the District obtained the information:¹⁰

1. An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
2. A negative return-to-duty test result;
3. A refusal to take an alcohol test;
4. A refusal to test determination; however, if the refusal to test determination is based on the employee’s admission of adulteration or substitution of the specimen, the District shall only report the admissions made to the specimen collector; and
5. A report that the driver has successfully completed all follow-up tests as prescribed in the Substance Abuse Professional report.

The District shall report the following violations for an employee who performs safety-sensitive functions by the close of the third (3rd) business day following the date the District obtains actual knowledge of:¹¹

1. On-duty alcohol use;
2. Pre-duty alcohol use;
3. Alcohol use following an accident; and
4. Controlled substance use.

Notes: This policy is similar to Policy 3.7. If you change this policy, review 3.7 at the same time to ensure applicable consistency between the two.

You are required to give drivers a copy of the procedures that will be used in the testing for drugs and alcohol. If you are following your own policy in this regard, give your drivers a copy of that policy; if you’re using a drug testing company to administer the tests, give your drivers a copy of the test administration procedures.

You are required to provide your drivers the name of the person you have designated to answer your drivers’ questions about the materials you give them regarding drug and alcohol testing.

You are also required to give your employees “information pertaining to the effects of alcohol and controlled substance use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver’s or a co-worker’s); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.”

Give a copy of this policy to your drivers.

Have your drivers sign an acknowledgement that they have received all of the information contained in this policy and these footnotes.

¹ Students are not required to be transported on a school bus as long as the transporting vehicle is not scheduled for a regularly occurring route or takes a route that contains frequent stops to pick up or drop off students.

² The level of driver’s license the employee is required to have is determined by the seating capacity or weight of the vehicle. There are vehicles that meet the definition of a school bus but do not require that the employee hold a commercial driver’s license in order to operate the vehicle; however, any school bus that meets one of the following must be driven by an individual with a commercial driver’s license:

- a. Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- b. Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- c. Small Vehicle (Group C) that does not meet Group A or B requirements but that either:
 - Is designed to transport 16 or more passengers, including the driver; or
 - Is of any size and is used in the transportation of hazardous materials.

³ You have the option of also requiring an alcohol test, but you may not selectively require it, i.e. if you require it for one prospective employee you must require it for all prospective employees.

⁴ A.C.A. § 6-19-108(f) requires extracurricular trips be made only by certified bus drivers who have a valid proof of in service training certification.

⁵ While A.C.A. § 6-19-108(e) permits a district to hire a non-certified bus driver in an emergency situation, 49CFR382.301 forbids a first time driver (employee) from performing any safety sensitive functions prior to the district receiving a negative drug test for the employee. Therefore, ASBA advises not hiring a bus driver under A.C.A. § 6-19-108(e) until he/she has had a negative drug/alcohol test.

⁶ While the provisions for fines contained in 27-23-209 do not apply to school districts, school districts are still required to comply with this law. It is for this reason, along with simple prudence in not hiring a person who receives a positive drug/alcohol test, that this language is included. The request for information required by the state is in addition to the federal requirement (49 C.F.R. § 40.25(a)(b)) that you request drug and alcohol test results from any U.S. Department of Transportation regulated

employers who have employed the employee during any period during the two years prior to the date of the employee's application.

⁷ You may choose to have an employee submit a written authorization that is valid for a specific number of years instead of on an annual basis.

⁸ Employers are required to report to the Office of Driver Services of the Revenue Division of the Department of Finance and Administration within three (3) business days the results of an alcohol test if it was performed due to cause or as part of random testing and the results were positive or the employee refused to provide a specimen for testing.

⁹ The drivers required to have a teaching license as a prerequisite for their job are covered by Policy 3.7. Federal law requires you to remove them from safety-sensitive functions when a drug or alcohol related problem exists, but does not enter into the realm of dismissing them from their teaching duties. Bus drivers who are not also teaching licensed personnel are covered under this policy and may be dealt with given the specific provisions of their employment. ASBA recommends that licensed employees who are hired for driving a bus in addition to their teaching responsibilities be hired under separate contracts for each position.

¹⁰ When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. The reason for the test;
- b. Employee's name, date of birth, and CDL number and State of issuance;
- c. District name, address, and USDOT number;
- d. Date of the test;
- e. Date the result was reported; and
- f. Test result, which must be one of the following:
 - Negative, which is only required for return-to-duty tests;
 - Positive; or
 - Refusal to take a test, which shall include the following additional documentation for an employee's refusal to take a test due to the employee's failure to appear for the test:
 - Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the employee was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
 - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
 - Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, showing that the C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as an employee performing safety-sensitive functions when the reported refusal occurred (if applicable); and
- a. Documentation, including a certificate of service or other evidence, showing that the District provided the employee with all documentation reported under paragraphs (a) through (f) above.

¹¹ When submitting a report, you are required to include all of the following information, as applicable, and provide a copy of the submitted information to the employee, which the employee should sign off on having received:

- a. Employee's name, date of birth, CDL number and State of issuance;
- b. District name, address, and USDOT number;
- c. Date the District obtained actual knowledge of the violation;
- d. Witnesses to the violation, if any, including contact information;
- e. Description of the violation;
- f. Evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to:
 - Affidavits;
 - Photographs;
 - Video or audio recordings;
 - Employee statements unless the admission is made in conformity with the District's written employer voluntary self-identification program or policy;
 - Correspondence; or
 - Other documentation; and
- g. A certificate of service or other evidence showing that the District provided the employee with all information reported under paragraphs (a) through (f) above.

Legal References: A.C.A. § 6-19-108
 A.C.A. § 6-19-119
 A.C.A. § 27-23-105
 A.C.A. § 27-23-201 et seq.
 49 C.F.R. § part 40
 49 C.F.R. § 382.101 – 605
 49 C.F.R. § 382.701 et seq.
 49 C.F.R. § 383.5
 49 C.F.R. § 390.5
 Arkansas Division of Academic Facilities and Transportation Rules Governing
 Maintenance and Operations of Arkansas Public School Buses and Physical
 Examinations of School Bus Drivers

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Last Revised: August 13, 2007
Revised: June 11, 2012
 April 14, 2014
 December 9, 2019
 June 8, 2020
 September 13, 2021

8.5—CLASSIFIED EMPLOYEES SICK LEAVE

Definitions

1. “Employee” is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. “Sick Leave” is absence from work due to illness, whether by the employee or a member of the employee’s immediate family.
3. “Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds twelve (12) days in a contract year for an employee and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
4. “Grossly Excessive Sick Leave” is absence from work, whether paid or unpaid, that exceeds 10% of the employee’s contract length and that is not excused pursuant to: District policy; the Family Medical Leave Act; a reasonable accommodation of disability under the American’s With Disabilities Act; or due to a compensable Workers’ Compensation claim.
5. “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 month worked, or major part thereof.
6. “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. Accumulated sick leave also includes the sick leave transferred from an employee’s previous public school employment.
7. “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

An employee shall be allowed the equivalent of one day’s absence for each month of the contract at full pay on account of the following:

1. Personal illness
2. Illness of an employee’s immediate family

The number of days of sick leave will be in effect at the beginning of the school year provided, if an employee resigns or leaves the position for any reason before the end of the school term, compensation for any days of sick leave used in excess of the number of days earned will be deducted from the last pay check.

Accumulated Days of Leave for Illness

At the end of each school year, the unused days of accumulated leave for illness shall be carried over into the next year and recorded as unused sick leave credit until the maximum of ninety (90) days sick leave credit, including one day per month for the current year, is accumulated.

Pay for Unused Sick Leave

Beginning in the 2018-19 school year, the Magnolia School District will pay for unused sick leave under the following condition. Upon retirement, a classified employee of the Magnolia School District will be paid for five (5) days of accumulated sick leave for each year of service to the Magnolia School District. The accumulated unused sick leave will be paid at the rate of thirty-five (35) dollars per day up to a maximum of sixty (60) days.

Additional Information

The policies apply from the first day of the first school term for which the personnel are employed.

In the event that any one illness shall extend over a period of three (3) days or more, the employee shall submit to the Superintendent's office a medical certificate as justification for such absence.

Adjustments for leave and absence deductions shall be made on the salary check received by the employee for the calendar month following the absence.

The number of days for sick leave benefits in every school year to be credited to each employee shall be in the same proportion as that part of the school year during which the employee is so employed bears to the full school year.

Employees who are adopting or seeking to adopt a minor child or minor children may use up to fifteen (15) sick leave days in any school year for absences relating to the adoption, including time needed for travel, time needed for home visits, time needed for document translation, submission or preparation, time spent with legal or adoption agency representatives, time spent in court and bonding time. See also, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. 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), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive or grossly excessive absenteeism as defined by this policy, to the extent that the employee is not carrying out his/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 disciplinary action taken against the employee, which could include termination or nonrenewal of the contract of employment. The superintendent shall have the authority when making his/her determination to consider the totality of circumstances surrounding the absences and their impact on district operations or student services.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee, in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL 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 within any applicable twelve (12) month period. To the extent the employee has accumulated sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accumulated sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Sick Leave and Outside Employment

Sick leave related absence from work (e.g. sick leave for personal or family illness or accident, Workers Comp, and FMLA) inherently means the employee is also incapable of working at any source of outside employment. Except as provided in policy 8.36, if an employee who works a non-district job while taking district sick leave for personal or family illness or accident, Workers Comp, or FMLA shall be subject to discipline up to and including termination.

Cross Reference: 8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS'
 COMPENSATION

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 9, 2008
 June 11, 2012
 May 13, 2013
 April 14, 2014
 June 8, 2015
 March 14, 2016
 March 12, 2018
 June 11, 2018

8.5.1 - MATERNITY

Pregnancy

In case an employee wishes to continue to work during the time of pregnancy, the decision on continued employment, terminal date of employment and/or dates of pregnancy leave will be based on the ability of the employee to perform the duties consistent with the job assignment and on the counsel of a qualified medical doctor of the employee's choice.

Leave for Illness in Case of Pregnancy Leave

Any unused days of sick leave accumulated at the time pregnancy leave begins may be used during pregnancy leave. However, at the option of the employee, any unused days of sick leave may be carried forward and be in effect on the date the employee returns to school after pregnancy leave.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

8.7.1 - CLASSIFIED PERSONNEL - MILITARY LEAVE

A classified employee who is a member of the Arkansas National Guard or reserved branches of the armed forces will be granted leave at the rate of fifteen (15) days in any one (1) 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 fifteen (15) days at the beginning of the calendar year. Leave will be granted without loss of pay in addition to regular vacation time. The employee will be responsible for paying the cost of any substitute employed in the employee's absence. An employee who is drafted or called to active duty in the armed forces or who volunteers for military service shall be placed on extended leave without pay and upon application, in ninety (90) 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 reenlists for a second consecutive term of military duty forfeits his reemployments rights. Personnel called to duty in emergency situations by the Governor or President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave is in addition to regular vacation time.

Legal References: Act 586 of 1989; Revised: June 27, 1989; Act 673 of 1991

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.7.2 – CLASSIFIED PERSONNEL – BEREAVEMENT LEAVE

Absence in Case of Death in Family

An employee may be absent without loss of pay three (3) days because of death of the following persons:

1. Grandmother or grandfather of employee or spouse
2. Father or mother of employee or spouse
3. Wife or husband of employee
4. Son or daughter of employee
5. Brother or sister of employee or spouse
6. Other persons included at the Superintendent's discretion

One sick leave day may be used for a bereavement day for the death of a person not covered above.

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

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

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

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

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

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

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

Date Adopted: August 13, 2007
Revised: June 9, 2008
June 11, 2012
August 12, 2019

8.8R—CLASSIFIED EMPLOYEE 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 employee's ability to perform his/her duties. Any employee seeking professional leave must make a written request to his/her 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.

Application for professional leave should be made no less than two weeks before the requested leave is to begin.

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: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.9—PUBLIC OFFICE – CLASSIFIED PERSONNEL

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

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

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

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

Cross Reference: Policy # 8.17—Classified Personnel Political Activity

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012

8.10 - CLASSIFIED PERSONNEL – JURY DUTY AND/OR COURT APPEARANCES

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work when subpoenaed by the court (including 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 his/her supervisor in order to confirm the reason for the requested absence.

Personal Court Matters

Any time spent in the court on personal matters shall be counted as personal time and will be deducted from the employee's pay.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

November 2, 2020

8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

The Magnolia School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for work weeks of less than or equal to forty (40) hours.^A It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily^B or through compensatory time off^C.

Definitions

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

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

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

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

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

“Workweek” is the seven day consecutive period of time from 12:00AM on Sunday to midnight on the following Saturday.³ 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.^G

Employment Relationships

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

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

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

- a. 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.
- b. Between the District and any agency contracted with to provide transportation services, security services, substitute teachers or other temporary employees, or other services.

Hours Worked

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

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.^J

Employees shall document time worked daily on a time sheet provided by the District at the site where they cease working. Employees shall turn in their time sheets 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. The time sheet states the regular work ours and reflects unpaid lunch breaks.

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

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

Breaks and Meals

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

Meal periods that are less than thirty (30) minutes in length or in which the employee is not relieved of duty are compensable.^L 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 one and a half (1.5) times his or her regular rate of pay for all hours worked over forty (40) in a workweek.^M 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.^N

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).^O The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the

straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

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

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

1. The average regular rate received by the employee during the last 3 years of employment. Or
2. The final regular rate received by the employee.^R

Overtime Authorization

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

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

Leave Requests

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

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

Record Keeping^S and Postings^T

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

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

Cooperation with Enforcement Officials^V

Copyright 2017 Arkansas School Boards Association

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

- a. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
- b. Entering, inspecting, and/or transcribing the premises and its records;
- c. 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 USC § 213(a), 29 CFR §§ 541 et seq.
- E: 29 CFR § 778.218(a)
- F: 29 USC § 207(e), 29 CFR § 778.108
- G: 29 CFR § 778.105
- H: 29 CFR §§ 785.9, 785.16
- I: 29 CFR § 516.2(7)
- J: 29 CFR §§ 785.1 et seq.
- K: A.C.A. § 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)

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
March, 9, 2015
June 8, 2015
March 14, 2016
August 14, 2017

8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

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

Sick Leave and Outside Employment

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

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

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
April 14, 2014

8.13—CLASSIFIED PERSONNEL 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 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. All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

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.

For unlicensed individuals employed as teachers or administrators under a waiver, all teachers who begin employment in the 2023-2024 school year and each school year thereafter shall demonstrate proficiency or awareness in knowledge and practices in scientific reading instruction as is applicable to their teaching position by completing the prescribed proficiency or awareness in knowledge and practices of the scientific reading instruction credential either as a condition of licensure or within one (1) year for teachers who are already licensed or employed as a teacher under a waiver from licensure.

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. 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. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

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

Inquiries on non-discrimination may be directed to the Equity Coordinator, who may be reached at:

Scott Nipper
Magnolia School District
1403 High School Drive
Magnolia, AR 71753
870-234-4933
snipper@magnoliaschools.net

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator in person or by using the mailing address, telephone number, or email address provided above. A report may be made at any time, including during non-business hours, and may be on the individual's own behalf or on behalf of another individual who is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

For further information on notice of non-discrimination or to file a complaint, visit <https://www2.ed.gov/about/offices/list/ocr/complaintintro.html>; 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; or

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: Division of Elementary and Secondary Education Rules Governing Background Checks

Division of Elementary and Secondary Education Rules Governing the Code of
Ethics for Arkansas Educators

A.C.A. § 6-17-301

A.C.A. § 6-17-414

A.C.A. § 6-17-428

A.C.A. § 6-17-429

A.C.A. § 21-3-302

A.C.A. § 21-3-303

A.C.A. § 25-19-101 et seq.

28 C.F.R. § 35.106

29 C.F.R. part 1635

34 C.F.R. § 100.6

34 C.F.R. § 104.8

34 C.F.R. § 106.8

34 C.F.R. § 106.9

34 C.F.R. § 108.9

34 C.F.R. § 110.25

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

April 14, 2014

March 9, 2015

June 8, 2015

March 14, 2016

August 14, 2017

April 9, 2018

September 9, 2019

August 10, 2020

September 13, 2021

April 18, 2022

8.14 - CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The Board requires that the Superintendent or his designee develop procedures which conform to sound principles of financial accounting and to state regulations for reimbursement of expenses of school personnel traveling on official school business.

Only business travel authorized in advance by the immediate supervisor and documented on the Magnolia Public Schools Statement of Expenses form will be reimbursed. Itemized receipts must be attached and submitted for all expenses claimed for reimbursement. If meals are charged on the hotel billing, an itemized receipt for meals is also required and must be attached before reimbursement can be made by the District.

Reimbursement for travel costs will not exceed limitations set by law.

If reimbursement is requested for meals for other person(s), the name(s) should be provided. Expenses for an employee's spouse must be paid by the employee. If the charges for a spouse are included on the original receipt submitted for payment, those charges must be identified so that reimbursement will not be made by the District.

Expenses for entertainment, tips, flowers, valet service, laundry, alcoholic beverages, cleaning, copying, and personal phone calls are not reimbursable as outlined in the Magnolia Public Schools Travel Reimbursement Guidelines.

The top portion of the Statement of Expenses form must be completed in its entirety; and if possible, the employee should attach a copy of agenda of program of meeting attended.

Requests for reimbursement must be submitted within 45 days of travel in order to be reimbursed.

Legal Reference: A.S.A. § 30-229

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

April 9, 2018

November 2, 2020

8.15—CLASSIFIED PERSONNEL USE OF TOBACCO, ~~USE ELECTRONIC~~ NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
 September 9, 2013
 June 8, 2020

8.16 - DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.17 - CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

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

Legal References: A.C.A. § 7-1-103
 A.C.A. § 7-1-111

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
 June 8, 2020

8.18 - CLASSIFIED PERSONNEL - DEBTS

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

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

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

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

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012
May 13, 2013

8.19—CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

“Employee” means any person employed under a written contract by this school district.

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. 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.¹ A group of employees who have the same grievance may file a group grievance.

“Group Grievance” means a grievance that may be filed as a group if all of the following criteria are met and the group’s issue is a subject that may be grieved under this policy’s definition of grievance:

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.

Simply meeting all of the criteria above alone does not ensure that the subject presented by the group is eligible to be grieved.

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

“Working day” means 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. Except for a grievance concerning back pay, the employee must inform his/her immediate supervisor of the existence of a potential grievance within five (5) working days of the occurrence of the grievance. The supervisor shall schedule a conference with the employee to hear the employee’s potential grievance that shall be held no later than five (5) working days after the supervisor is informed of the existence of the potential grievance and 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. If the grievance is not advanced to Level Two within five (5) 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 (5) 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 (10) 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

Upon receipt of a Level Two Grievance Form, the building principal or superintendent (hereafter "recipient") will have ten working days to schedule a conference with the employee filing 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 his/her conference. After the conference, the recipient 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 (if appropriate) or appealed to the Board of Education within five days of the conference, the matter will be considered resolved, and the employee shall have no further right with respect to said grievance.

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 (5) working days of his/her receipt of the principal's written reply. The superintendent will have ten (10) 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 (10) 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 Directors within five (5) working days of his/her receipt of the Superintendent's written response by submitting a written request for a board hearing to the superintendent². If the grievance is not appealed to the Board of Directors within five (5) working days of his/her receipt of the superintendent's written 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. Based on a review of the Level Two Grievance Form and the superintendent's reply, the board shall:

- a. For a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.
- b. For a grievance that is filed as a group grievance, review the composition of the group and either:
 - Rule that the group has met the requirements to qualify as a group grievance and then determine whether the matter of the grievance is, on its face, a subject that may be grieved under District policy; or
 - Rule that the composition of the group does not meet the definition of a group grievance under District policy.

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1

is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate family. The employee shall have no less than ninety (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 to the public, the parent or guardian of any student under the age of eighteen (18) 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.

Notes: This policy is similar to Policy 3.25. If you change this policy, review 3.25 at the same time to ensure applicable consistency between the two.

¹ It is important to understand the implications of the language contained in this paragraph. Only matters specified in the first sentence of the paragraph are, in fact, subjects that may be grieved, but that cannot prohibit an employee from filing a grievance which the administration does not deem to be a subject that may be grieved and nonetheless advancing it through the grievance process. Ultimately, it is the board that determines whether or not the matter is actually a subject that may be grieved by comparing the written grievance to the definition of grievance in the grievance policy, and continuing on with the hearing only if the grievance is determined to be within the definition. This is addressed in the "Appeal to the Board of Directors" section.

² It is suggested that you date stamp the request for a board hearing upon receipt.

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Last Amended: August 10, 2006
Revised: September 9, 2019
June 8, 2020

8.19F - LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name _____

Date submitted to supervisor _____

Classified Personnel Policy Grievance is based upon _____

Grievance (Be specific) _____

What would resolve your grievance? _____

Supervisor's Response:

Date submitted to recipient _____

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 11, 2012

8.19.1 – GRIEVANCE PROCEDURES RELATED TO TITLE VI, SECTION 504 DISCRIMINATION COMPLAINTS OF STUDENTS AND EMPLOYEES

Definitions

1. Discrimination Complaint – A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, sex, qualified handicap, or age
2. Student Grievant – A student of the Magnolia School District who submits a complaint alleging discrimination based on race, color, national origin, sex, or qualified handicap
3. Employee Grievant – An employee of the Magnolia School District who submits a complaint alleging discrimination based on race, color, national origin, religion, sex, age, qualified handicap, or veteran
4. Equity Coordinator – The person(s) designated to coordinate efforts to comply with and carry out responsibilities under the Civil Rights Laws and other state and federal laws addressing equal educational opportunity. The coordinator is responsible for processing complaints and serves as moderator and recorder during hearing.
5. Respondent – The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisor responsibility for the procedures and policies in those areas covered in the complaint.
6. Day – Day means a working day. The calculation of days in complaint processing shall exclude Saturdays, Sundays and holidays.

Pre-filing Procedures

Prior to the filing of a written complaint, the student or employee is encouraged to visit with the Equity Coordinator, and reasonable effort should be made to resolve the problem or complaint.

Filing and Processing Discrimination Complaints

1. The grievant submits written complaint to Equity Coordinator stating name, nature and date of alleged violation; names of persons responsible (where known); and requested action. A written complaint must be submitted within 30 days of alleged violation.
2. The Equity Coordinator notifies respondent within ten (10) days and asks respondent to
 - A. Confirm or deny facts;
 - B. Indicate acceptance or rejection of student or employee's requested action; or
 - C. Outline alternatives.
3. The respondent submits answer within ten (10) days to Equity Coordinator.
4. Within ten (10) days after receiving respondent answer, Equity Coordinator refers the written complaint and respondent's answer to the principal or other designee. The Equity Coordinator also schedules a conference with the grievant, the respondent, and the principal or other designee.
5. A conference with the principal, grievant, respondent, Equity Coordinator; and other persons involved will be held.

6. The principal issues within ten (10) days after the conference a written decision to the student or employee, respondent, and Equity Coordinator.
7. If the grievant or respondent is not satisfied with the decision, he/she must notify the Equity Coordinator within ten (10) days and request a conference with the Superintendent.
8. The Equity Coordinator schedules within ten (10) days of request a conference with the grievant, respondent, and Superintendent.
9. A conference with the Superintendent, grievant, respondent, Equity Coordinator, and other persons involved will be held.
10. The Superintendent issues a decision within ten (10) days following the conference.
11. If the grievant or respondent is not satisfied with the decision, he/she must notify the Equity Coordinator within ten (10) days and a request and a conference with the Board.
12. The Equity Coordinator notifies governing board within ten (10) days after receiving request. Equity Coordinator schedules conference with the governing board. The conference is to be conducted within thirty (30) days from the date of notification to the governing board.
13. A conference with the governing board or hearing panel established by the Board, grievant, Equity Coordinator, and other persons involved will be held.
14. The governing board issues a final written decision within ten (10) days after the conference regarding the validity of the grievance and any action to be taken.
15. A Section 504 grievant may request an impartial hearing where the governing board's decision involves the identification, evaluation, or educational placement of a handicapped person in an elementary or secondary education program.

General Provisions

1. Extension of Time – Any time limits set by these procedures may be extended by mutual consent of parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 180 days.
2. Recourse Following Board Decision

Title VI Student Grievant	Office of Civil Rights
Title VI Employee Grievant	Office of Civil Rights or the Equal Employment Opportunity Commission depending upon the nature of the complaint
Section 504 Employee Grievant	Office of Civil Rights
3. Access to Regulations – The Magnolia School District shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, qualified handicap, or veteran upon request.

4. Confidentiality of Records – Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the personnel file. Complaint records shall be maintained on file for three years after complaint resolution.

The Equity Coordinator shall be

Scott Nipper
Magnolia Public Schools
1403 High School Drive
Magnolia, Arkansas 71753
870-234-4933

Date Adopted: June 14, 2004

Re-adopted: July 10, 2006

Revised: December 14, 2020

8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Magnolia School District is committed to providing an academic and work environment that treats all students and employees 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 and work environment and will not be tolerated.

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to:

- The nature of sexual harassment;
- The District's written procedures governing the formal complaint grievance process;¹
- The process for submitting a formal complaint of sexual harassment;
- That the district does not tolerate sexual harassment;
- That students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences;
- The supports that are available to individuals suffering sexual harassment; and
- The potential discipline for perpetrating sexual harassment.

Definitions

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances where the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting an investigation of the allegation of sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee:
 - a. Conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;² or
 - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;²
2. The conduct is:
 - a. Unwelcome; and
 - b. Determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

3. Constitutes:
 - a. Sexual assault;
 - b. Dating violence
 - c. Domestic violence; or
 - d. Stalking.

“Supportive measures” means individualized services that are offered to the complainant or made available to the respondent designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party. The supportive measures must be non-disciplinary and non-punitive in nature; offered before or after the filing of a formal complaint or where no formal complaint has been filed; and offered to either party as appropriate, as reasonably available, and without fee or charge. Examples of supportive measures include, but are not limited to: measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment; counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work or class locations; leaves of absence; and increased security and monitoring of certain areas of the campus.

Within the educational environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; and 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person’s alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students or employees as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to submit a report to their immediate supervisor, an administrator, or the Title IX coordinator. 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 sexual harassment. If the District staff member who received a report of alleged sexual harassment is not the Title IX Coordinator, then the District staff person shall inform the Title IX Coordinator of the alleged sexual harassment. As soon as reasonably possible after receiving a report of alleged

sexual harassment from another District staff member or after receiving a report directly through any means, the Title IX Coordinator shall contact the complainant to:

- Discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;
- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- explain to the complainant the process for filing a formal complaint.

Supportive Measures

The District shall offer supportive measures to the complainant and make supportive measures available to the respondent that are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party before or after the filing of a formal complaint or where no formal complaint has been filed. The District shall provide the individualized supportive measures to the complainant unless declined in writing by the complainant and shall provide individualized supportive measures that are non-disciplinary and non-punitive to the respondent. A complainant who initially declined the District's offer of supportive measures may request supportive measures at a later time and the District shall provide individualized supportive measures based on the circumstances when the subsequent request is received.

Formal Complaint

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email. Upon receipt of a formal complaint, a District shall simultaneously provide the following written notice to the parties who are known:

- Notice of the District's grievance process and a copy of the procedures governing the grievance process;
- Notice of the allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
 - ✦ The identities of the parties involved in the incident, if known;
 - ✦ The conduct allegedly constituting sexual harassment; and
 - ✦ The date and location of the alleged incident, if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- That the parties may inspect and review evidence relevant to the complaint of sexual harassment; and
- That the District's personnel policies and code of conduct prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the previous notice, the District shall simultaneously provide notice of the additional allegations to the parties whose identities are known.

The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more

than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.

When investigating a formal complaint and throughout the grievance process, a District shall:

- Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties;
- Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party’s voluntary, written consent or that party’s voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation ; this includes evidence:
 - Whether obtained from a party or other source,;
 - The District does not intend to rely upon in reaching a determination regarding responsibility; and
 - That is either Inculpatory or exculpatory; and
- Create an investigative report that fairly summarizes relevant evidence.

At least ten (10)³ days prior to completion of the investigative report, the District shall send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties shall have at least ten (10)³ days to submit a written response to the evidence. The investigator will consider the written responses prior to completion of the investigative report. All evidence subject to inspection and review shall be available for the parties’ inspection and review at any meeting to give each party equal opportunity to refer to such evidence during the meeting.

After the investigative report is sent to the parties, the decision-maker shall:

- Provide each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness;
- Provide each party with the answers;
- Allow for additional, limited follow-up questions from each party; and

- Provide an explanation to the party proposing the questions any decision to exclude a question as not relevant. Specifically, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

No earlier than ten (10) days following the completion of the investigation period, the decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility. The written determination shall include—

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including:
 - a. Any notifications to the parties;
 - b. Interviews with parties and witnesses;
 - c. site visits;
 - d. Methods used to gather other evidence;; and
 - e. Hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's personnel policies or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions imposed on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination regarding responsibility shall become final on the earlier of:

- If an appeal is not filed, the day after the period for an appeal to be filed expires; or
- If an appeal is filed, the date the written determination of the result of the appeal is provided to the parties.

The District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in this policy even if proved; did not occur in the District's education program or activity; or did not occur against a person in the United States, then the District shall dismiss the complaint as not meeting the definition of sexual harassment under this policy. A dismissal for these reasons does not preclude action under another provision of the District's personnel policies or code of conduct.

The District may dismiss the formal complaint or any allegations therein, if at any time during the grievance process:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled at the District; or

- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint for any reason, the District shall promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The District may hire an individual or individuals to conduct the investigation or to act as the determination-maker when necessary.

Appeals

Either party may appeal a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:

- a. The existence of a procedural irregularity that affected the outcome of the matter;
- b. Discovery of new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter; or
- d. An appeal of the disciplinary sanctions from the initial determination.⁴

For all appeals, the District shall:

- 1. Notify the other party in writing when an appeal is filed;
- 2. Simultaneously Provide all parties a written copy of the District's procedures governing the appeal process;
- 3. Implement appeal procedures equally for both parties;
- 4. Ensure that the decision-maker⁵ for the appeal is not the same person as the decision-maker that reached the original determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator;
- 5. Provide all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 6. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 7. Provide the written decision simultaneously to both parties.

Confidentiality

Reports of sexual harassment, both informal reports and formal complaints, will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to:

- individuals who are responsible for handling the District's investigation and determination of responsibility to the extent necessary to complete the District's grievance process;
- Submit a report to the child maltreatment hotline;
- Submit a report to the Professional Licensure Standards Board for reports alleging sexual harassment by an employee towards a student; or
- The extent necessary to provide either party due process during the grievance process.⁵

Except as listed above, the District shall keep confidential the identity of:

- Any individual who has made a report or complaint of sex discrimination;
- Any individual who has made a report or filed a formal complaint of sexual harassment;

- ✦ Any complainant;
- ✦ Any individual who has been reported to be the perpetrator of sex discrimination;
- ✦ Any respondent; and
- ✦ Any witness.

Any supportive measures provided to the complainant or respondent shall be kept confidential to the extent that maintaining such confidentiality does not impair the ability of the District to provide the supportive measures.

Administrative Leave⁶

The District may place a non-student employee respondent on administrative leave during the pendency of the District's grievance process.

Retaliation Prohibited

Employees who submit a report or file a formal complaint of sexual harassment,; testified; assisted; or participate or refused to participate in any manner in an investigation, proceeding, or hearing on sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats; intimidation; coercion; discrimination; or charges for personnel policy violations that do not involve sex discrimination or sexual harassment, arise out of the same facts or circumstances as a report or formal complaint of sex discrimination, and are made for the purpose of interfering with any right or privilege under this policy. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Disciplinary Sanctions

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. Following the completion of the District's grievance process, any employee who is found by the evidence to more likely than not⁷ have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination. No disciplinary sanction or other action that is not a supportive measure may be taken against a respondent until the conclusion of the grievance process.

Employees who knowingly fabricate allegations of sexual harassment or purposely provide inaccurate facts shall be subject to disciplinary action up to and including termination. A determination that the allegations do not rise to the level of sexual harassment alone is not sufficient to conclude that any party made a false allegation or materially false statement in bad faith.

Records

The District shall maintain the following records for a minimum of seven (7) years:

- Each sexual harassment investigation including:
- Any determination regarding responsibility;
- any disciplinary sanctions imposed on the respondent;
- Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
- Any appeal and the result therefrom;
- All materials used to train Title IX Coordinators, investigators, and decision-makers;
- Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, which must include:
 - The basis for the District's conclusion that its response was not deliberately indifferent; and

- Document:
 - If supportive measures were provided to the complainant, the supportive measures taken designed to restore or preserve equal access to the District's education program or activity; or
 - If no supportive measures were provided to a complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Notes: ¹ 34 C.F.R. § 106.44 **requires** that a district have procedures governing the grievance process and the appeals process to accompany this policy. The procedures are required to cover all of the following:

- Direct that complainants and respondents shall be treated equitably by:
 - Offering supportive measures to the complainant;
 - Completing the District's grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.
 - Providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent that are designed to restore or preserve equal access to the District's education program or activity, which may include the same individualized supportive measures;
 - Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence;
 - Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;
 - Require that any individual designated by the District as a Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Indicate that individuals selected by the District as Title IX Coordinators, investigators, and decision-makers have received training on:
 - The definition of sexual harassment;
 - The scope of the District's education program or activity;
 - How to conduct an investigation and the grievance process, including appeals;
 - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
 - Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant; and
 - Issues of relevance to create an investigative report that fairly summarizes relevant evidence;
- Provide the District webpage where the materials used to train the District's Title IX Coordinators, investigators, and decision-makers is located;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
- Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals;³
- A process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action, which may include:
 - The absence of a party, a party's advisor, or a witness;
 - Concurrent law enforcement activity; or

- The need for language assistance or accommodation of disabilities;
- Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the District may implement following any determination of responsibility;
- State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard;⁷
- Include the procedures and permissible bases for the complainant and respondent to appeal;
- Describe the range of supportive measures available to complainants and respondents; and
- Indicate that the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege or use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party unless the District obtains the parent, legal guardian, or other responsible adult of that party's voluntary, written consent or that party's voluntary, written consent if the party is over the age of eighteen (18) to do so for the grievance process.

² While we have left the language from the definition for sexual harassment from 34 C.F.R. § 106.30 requiring that the sexual conduct with an employee must be "unwelcome" in this policy, we have removed the word "unwelcome" from the student policy as A.C.A. § 12-18-103 prohibits sexual conduct between district employees and students regardless of whether the student considers the sexual conduct to be welcome or unwelcome.

³ The minimum number of days you are required to provide for the parties to review the evidence is ten (10) days. Make sure that the number of days you include here matches with the time frame included in your procedures governing the grievance process.

⁴ As A.C.A. § 6-18-502(c)(1)(B) provides that the superintendent has the authority to "modify the prescribed penalties for a student on a case-by-case basis", we have left this appeal option in this policy in recognition that an employee may be sexually harassed by a student. 34 C.F.R. § 106.45 requires that either party must have an equal opportunity to appeal for the stated reasons; therefore both the complainant and respondent have the right to appeal the initial determination-maker's disciplinary sanctions.

⁵ While the Family Educational Rights and Privacy Act (FERPA) ordinarily requires that documents containing information about more than one student be redacted so that a student may only view the portion of the educational record that is relevant to that particular student, 34 C.F.R. § 106.6 provides that FERPA does not apply to the extent necessary to provide due process to both parties involved in the grievance process; this includes allowing either party to review the names of the other party as well as any witnesses who have provided evidence relevant to the investigation.

⁶ The language here does not change an individual's rights under the IDEA, Section 504, or the ADA.

⁷ We have opted to use the preponderance of the evidence standard for determination of responsibility. If you choose to use the clear and convincing evidentiary standard instead, change the language here to

indicate so and make sure that your procedures indicate so as well. 34 C.F.R. § 106.45 requires that you use the same evidentiary standard for both students and employees.

Cross References: 3.26—LICENSED PERSONNEL SEXUAL HARASSMENT
 4.27—STUDENT SEXUAL HARASSMENT
 5.20—DISTRICT WEBSITE
 7.15—RECORD RETENTION AND DESTRUCTION
 8.13—CLASSIFIED PERSONNEL EMPLOYMENT

Legal References: 20 USC 1681 et seq.
 34 C.F.R. Part 106
 A.C.A. § 6-15-1005
 A.C.A. § 6-18-502
 A.C.A. § 12-18-102

Date Adopted: June 14, 200
Re-adopted: July 10, 2006
Revised: April 11, 2011
 June 11, 2012
 April 9, 2018
 August 10, 2020
 April 18, 2022

8.21 - 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.

Staff members will be expected to regard each student as an individual and to accord each the rights and respect due any individual. Students will be treated with courtesy and consideration. Neither insults nor sarcasm will be used before a student's peers as a way of forcing compliance with a staff member's requirements or expectations. Staff members are regarded as people with specific capabilities which can serve to advance the student's own development.

The School Board believes it is commendable for a school employee to take a sincere professional interest in an individual student, provided partiality and the appearance of partiality are avoided. The employee who inspires, guides, and helps can have a positive, lasting influence on a student's life, but excessive personal involvement not compatible with good professional ethics will not be condoned.

Date Approved: June 14, 2004

Re-adopted: July 10, 2006

8.22 - COMPUTER ACCEPTABLE USE POLICY – CLASSIFIED PERSONNEL

The Magnolia School District is responsible for securing its computer access in a reasonable and economical manner. To meet this responsibility, the Magnolia School Board has adopted the following policy, including guidelines: The intent of the policy is to prevent unauthorized staff user access and/or abuse, while making computers accessible for authorized users.

Computer users are hereby informed of the District's standards of conduct and the consequences for not adhering to them. Violation of certain provisions of this policy will result in the temporary or permanent suspension of user accounts and will subject the user to disciplinary action. If monetary restitution is involved, the employee will be responsible for reimbursement. The Magnolia School Board makes it known that it will use its authority to assist state and federal authorities in enforcing copyright, intellectual property rights and network abuse laws. The District will actively investigate any abuse that occurs.

Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including E-mail, and that under Arkansas law, both E-mail and computer use records maintained by the District are subject to disclosure under the Freedom of Information Act.

Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

Passwords or security procedures are to be used as assigned, and confidentiality of student records is to be maintained at all times. Employees must not disable or bypass security procedures, compromise, attempt to compromise, or defeat the district's technology network security, alter data without authorization, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use. It is the policy of this school district to equip each computer with Internet filtering software designed to prevent users from accessing material that is harmful to minors. The District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.

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

Prior to use of on-line resources, this policy will be explained to potential users, and a contract will be signed by the user that he/she is aware of the school district's computer use policy and agrees to follow it.

The Magnolia School District will review its computer use policy periodically and update as needed.

Guidelines for Use

1. Use of the network or computer system is a privilege, not a right, and therefore may be revoked for abusive conduct. Computer privileges may be revoked at any time for misuse or abusive conduct. Such conduct could include the placing of unlawful information on a computer, use of abusive or otherwise objectionable language, sending of messages that are likely to result in the loss of a recipient's work or systems, and sending "chain letters" or "broadcast" messages to lists or

individuals.

2. A user is responsible for working in a moral and ethical fashion that supports educational goals.

Computer access is for educational purposes only. Playing games is not an appropriate activity unless approval is gained from a supervisor.

District computing resources are not to be used to intimidate or create an atmosphere of harassment based upon gender, race, religion, ethnic origin, or creed.

3. A user is responsible for his/her own network account and is solely responsible for all actions taken while the account is in use.

A user account can be protected by the user keeping his/her login and password private. Any user who permits unauthorized access to his/her account will lose privileges. Non-compliance with this policy will result in the immediate removal of the user's account.

No liability will be assumed by the school district, any district employee, or any other participant for the use or misuse of computer access. It is the responsibility of each user to make good decisions as to what information is retrieved and what is done with that information.

Authorized district personnel have the right to access and monitor student user at any time. All messages shall be deemed readily available to the system operator and staff.

4. A user is responsible for following local, state, federal, and international laws. No illegal activity is permitted.

Unethical and unacceptable behavior is just cause for taking disciplinary action, revoking networking privileges, and/or initiating legal action for any activity through which an individual

- A. Uses the network for illegal, inappropriate, or obscene purposes, or support of such activities;
- B. Violates copyright laws, license agreements, or contracts;
- C. Uses computing resources for commercial or financial gain or fraud;
- D. Pirates software, data, equipment, or intellectual property;
- E. Gains unauthorized access to others' files, vandalizes the data of another user, forge E-mail messages, or uses another person's account;
- F. Wastefully uses resources; or
- G. Possesses any data which might be considered a violation of these rules on paper, disk, or any other form.

5. A user is responsible for respecting and adhering to the policies of other networks which he/she accesses.
6. A user may not deliberately damage or disrupt a computer or computer system, change its performance, make it malfunction, or add or delete any programs or information resources unless acting upon approved authorization. Any diskettes brought from home or elsewhere may not be inserted into a district computer without permission of the user's supervisor.

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: June 9, 2008
August 10, 2009
June 11, 2012

8.22F – CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

NAME _____

SCHOOL _____ DATE _____

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

1. Conditional Privilege
The employee’s use of the District’s access to the Internet is a privilege conditioned on the employee’s abiding by this agreement.
2. Acceptable Use: The Employee agrees that in using the District’s Internet access he/she will obey all federal laws and regulations and all state laws and rules. Internet access is provided as an aid to employees to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the District’s Internet access interfere with, or detract from, the performance of his/her job-related duties.
3. Penalties for Improper Use: If the Employee violates this agreement and misuses the Internet, the Employee shall be subject to disciplinary action up to and including termination.
4. “Misuse of the District’s access to the Internet” includes, but is not limited to, the following:
 - a. using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software other than when required by the employee’s job duties;
 - e. wasteful use of limited resources provided by the school including paper;
 - f. causing congestion of the network through lengthy downloads of files other than when required by the employee’s job duties;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which that could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without district permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals other than when required by the employee’s job duties;
 - n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - o. introducing a virus to, or otherwise improperly tampering with, the system;
 - p. degrading or disrupting equipment or system performance;
 - q. creating a web page or associating a web page with the school or school district without proper authorization;
 - r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
 - s. providing access to the District’s Internet Access to unauthorized individuals;

- t. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. Making unauthorized copies of computer software;
- v. personal use of computers during instructional time; or
- w. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.

5. Liability for Debts

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

6. No Expectation of Privacy

The employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the employee may have for such use. The employee agrees that the District may monitor the employee's use of the District's Internet Access and may also examine all system activities the employee participates in, including but not limited to E-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature

The employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

EMPLOYEE'S SIGNATURE _____ DATE _____

8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE^z

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

SECTION ONE– FMLA LEAVE GENERALLY

Definitions

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

“Instructional Employee” is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to: teacher assistants or aides who do

not have as their principal job actual teaching or instructing, administrators, counselors, librarians, psychologists, and curriculum specialists.

“Intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time.

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

“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. This term does not include parents “in-law.”

“Serious Health Condition” is an injury, illness, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider.

“Son or daughter”, for numbers 1, 2, or 3 below, is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.²

“Year” the twelve (12) month period of eligibility shall begin on July first of each school-year.³

Policy

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

Leave Eligibility

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

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

The District shall post, in conspicuous places in each school within the District where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.⁴

Designation Notice to Employee

When an employee requests FMLA leave or the District determines that an employee's absence may be covered under the FMLA, the District shall provide written notice within five (5) business days (absent extenuating circumstances) to the employee of the District's determination of his/her eligibility for FMLA leave.⁵ If the employee is eligible, the District may request additional information from the employee and/or certification from a health care provider to help make the applicability⁶ determination. After receiving sufficient information as requested, the District shall provide a written notice within five (5) business days (absent extenuating circumstances) to the employee of whether the leave qualifies as FMLA leave and will be so designated.⁷

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

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

Concurrent Leave Under the FMLA

All FMLA leave is unpaid unless substituted by applicable accrued leave. The District requires employees to substitute any applicable accrued leave (in the order of sick, personal, or vacation leave as may be applicable) for any period of FMLA leave.⁶

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

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

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

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

Health Insurance Coverage

The District shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the District. Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan that apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.⁸

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

An employee who chooses to not continue group health plan coverage while on FMLA leave is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.⁹

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

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

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

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

Reporting Requirements During Leave

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks¹⁰ during FMLA leave of his/her current status and intent to return to work.

Return to Previous Position

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

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

Leave Acquired Through Fraud

If it is discovered that an employee engaged in fraud or otherwise provided the District with documentation that includes a material misrepresentation of fact in order to receive FMLA leave, the District may discipline the employee up to and including termination.

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave

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

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

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

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

Unforeseeable Leave

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

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

Medical Certification

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

District may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the District and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the District and the employee.

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

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

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

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

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

Substitution of Paid Leave

When an employee's leave has been designated as FMLA leave for reasons 1 (as applicable), 2, 3, or 4 above, the District requires employees to substitute accrued sick, vacation, or personal leave for the period of FMLA leave.¹¹

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

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

Return to Work¹²

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

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

Failure to Return to Work

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

Intermittent or Reduced Schedule Leave

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

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

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

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

Special Provisions relating to Instructional Employees as Defined in This Policy

The FMLA definition of "instructional employees" covers a small number of classified employees. Any classified employee covered under the FMLA definition of an "instructional employee" and whose FMLA

leave falls under the FMLA's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.32—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

SECTION TWO- FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

Qualifying Exigency

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.¹³

Definitions

“Covered active duty” means:

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

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

Certification¹⁴

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

Employee Notice to District

Foreseeable Leave

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

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

Special Provisions relating to Instructional Employees as Defined in This Policy

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

Serious Illness

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

Definitions

“Covered Service Member” is:

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

“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 of a covered servicemember” is a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious Injury or Illness”:

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

“Son or daughter of a covered servicemember” means a covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.²

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

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

If a legally married couple are both eligible employees employed by the District, the legally married couple are entitled to a combined total of twenty-six (26) weeks of leave during one twelve (12) month period to care for their spouse, son, daughter, parent, or next of kin who is a covered service member with a serious injury or illness, as defined in this policy. The leave taken by a legally married couple who care for such a covered service member continues to be limited to a total of twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency during a year, as defined in this policy, regardless of whether or not the legally married couple uses less than a combined total of fourteen (14) weeks to care for a covered service member with a serious injury or illness; moreover, the legally married couple’s twelve (12) weeks are combined when taken for reasons 1, 2, or to care for a parent under reason 3 in Section One. For example, a legally married couple who are both eligible employees and who care for such a covered service member for sixteen (16) weeks during a twelve (12) month period could:

1. Each take up to ten (10) weeks for reason 4 in section 1 or a qualifying exigency;

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

Medical Certification¹⁵

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

Employee Notice to District

Foreseeable Leave

When the need for leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury is clearly foreseeable at least thirty (30) days in advance, the employee shall provide the District with no less than thirty (30) days' notice before the date the employee intends for the leave to begin for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may have his/her FMLA coverage of such leave delayed until thirty (30) days after the date the employee provides notice.

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

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

Unforeseeable Leave

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

Substitution of Paid Leave

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

Intermittent or Reduced Schedule Leave

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury shall provide the

District with at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

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

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

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

Notes: This policy is similar to Policy 3.32. If you change this policy, review 3.32 at the same time to ensure applicable consistency between the two.

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

Employees are eligible for benefits under the Family Medical Leave Act when the district has fifty (50) or more employees. The _____ School District has less than fifty (50) employees and therefore employees are not eligible for FMLA benefits.

Determining whether an absence qualifies as FMLA leave is a **DISTRICT** responsibility and not the employee's. While much of the statutes' language refers to an employee's request for FMLA leave, the employee has **NO** mandatory responsibility for initiating the exchange of information that might relate his/her absence to that of the FMLA. The District has the right and the duty to ask for enough information concerning an employee's absence to make a determination. The employee has the responsibility and duty to respond to questions asked in an effort for the District to make the initial determination. Any issue of medical certification to be provided by the employee is secondary to that of

informal questioning to determine whether the absence does in fact, fall under the FMLA umbrella. The District must fulfill its responsibility for the posting of employee FMLA notice requirements to make those requirements enforceable. This is done through posting the notices available at the link in footnote #⁴ **AND** by the employee's receipt of this policy in the employee handbook.

¹ It is possible for a full time employee to be eligible for FMLA leave one year and not the next. For example, if an employee on a 190 day contract takes the full twelve (12) weeks of FMLA leave in year one, that would mean the employee only worked 130 days. Assuming the employee is credited for eight (8) hours per workday, the employee would have only worked 1040 hours during that time (130 x 8=1040), which would make the employee ineligible for FMLA leave for the year following the year that the employee took the leave.

² The Wage and Hour Division of the Department of Labor has issued a Guidance to help interpret the scope of the definition of "son or daughter" as it applies to an employee standing "in loco parentis" to a child. The following quote from the Guidance is offered to give an idea of the complexity of the definition. (The Guidance, in full, is available by calling the ASBA office or at the link in footnote #4.)

Congress intended the definition of "son or daughter" to reflect "the reality that many children in the United States today do not live in traditional 'nuclear' families with their biological father and mother. Increasingly, those who find themselves in need of workplace accommodation of their child care responsibilities are not the biological parent of the children they care for, but their adoptive, step, or foster parents, their guardians, or sometimes simply their grandparents or other relatives or adults." Congress stated that the definition was intended to be "construed to ensure that an employee who actually has day-to-day responsibility for caring for a child is entitled to leave even if the employee does not have a biological or legal relationship to that child."

³ Districts can choose one of four (4) possible "twelve (12) month periods." Each one has possible advantages and disadvantages. Choose the one that will work best for your district. The four (4) options are:

- 1) the calendar year;
- 2) Any fixed twelve (12) month leave year such as a fiscal year or a year starting on an employee's "anniversary" date;
- 3) The twelve (12) month period measured forward from the date any employee's first FMLA leave for reasons 1 through 5 begins;
- 4) A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

⁴ A Department of Labor poster along with several additional forms that are necessary to fulfill FMLA's requirements are available at <http://www.dol.gov/whd/fmla/index.htm>. Please note that the DOL forms lack the required disclaimer required by the Genetic Information Nondiscrimination Act (GINA). We suggest that you include the following language taken from the final rule implementing the GINA:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when

responding to this request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

⁵ We suggest you use the Department of Labor’s *Notice of Eligibility and Rights and Responsibilities* form (otherwise known as WH-381) to help you fulfill the requirements of this section. It’s available at the link in footnote #⁴ or by calling the ASBA office. When making the determination, we suggest initially erring on the side of granting it. Retroactively designating leave as FMLA has more potential liability for the district if the employee can demonstrate the initial failure to grant the leave under FMLA caused him/her harm or injury. If due to receipt of the medical certification, it turns out that the leave does not qualify, you will need to readjust the available FMLA leave accordingly.

⁶ As used in this policy, “applicable” is a very important word. Some leave taken under FMLA also applies to sick leave and therefore, the employee will get paid for the leave to the extent the employee has sick leave accrued. Other leave taken under FMLA is not applicable to sick leave and therefore the FMLA leave is unpaid. For instance, “applicable leave” in terms of time taken under FMLA due to the birth of a child will vary depending on the language in your District’s policy on sick leave. For instance, if sick leave may be taken “for reason of personal illness or illness in the immediate family” (based on the statutory definition in A.C.A. § 6-17-1202, and an employee gives birth to a child, she may take sick leave for the amount of time that her personal physician deems it necessary for her to physically recover from childbirth. Once the medically necessary time has passed, sick leave is no longer appropriate and cannot be used. While under the FMLA, the employee could take additional time off work, she would need to take unpaid FMLA leave for this purpose, unless she had personal days or vacation days available. However, if your district has a much more liberal definition of sick leave in District policy, the results could be entirely different. Another example would be the potential for overlap between pregnancy complications that arise to the level of a “serious health condition.” For instance, pregnancy complications that rose to the level of a “serious health condition” would qualify for both, while missing work for a dentist’s appointment would qualify for sick leave, but would not qualify for FMLA leave. Consult policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE when making the determination of what sick leave qualifies under both policies.

⁷ There are several issues that must be addressed in the written notice. The *Designation Notice* (WH-382) available from the Wage and Hour Division of the US Department of Labor is a good way to both give your employee written notice and help ensure you have included the necessary information in the notice. The *Designation Notice* is available at the link contained in footnote #⁴ or by calling the ASBA office.

⁸ The District cannot cancel an employee’s insurance for the employee’s failure to pay his/her share of the premium until the payment is thirty (30) or more days late. The District must give prior, written notice to the employee at least fifteen (15) days prior to the cancelation of the policy stating that the policy will be terminated on a given date if payment is not received by that date, which must be at least fifteen (15) days from the date of the letter.

⁹ Due to the district's liability for meeting the requirement of this paragraph and similar obligations for life insurance premiums or other benefits, the District needs to consider picking up the costs of such premiums during an employee's **unpaid** FMLA leave **if** the employee fails to pay his/her share of the costs. If the District elects to maintain such benefits during the leave, at the conclusion of leave the District is entitled to recover only the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work. To help you decide if you should choose to pay premium costs in such a situation, the following excerpt from 29 CFR 825.212(c):

If coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. See § 825.215(d)(1) through (5). In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage. If an employer terminates an employee's insurance in accordance with this section and fails to restore the employee's health insurance as required by this section upon the employee's return, the employer may be liable for benefits lost by reason of the violation, for other actual monetary losses sustained as a direct result of the violation, and for appropriate equitable relief tailored to the harm suffered.

¹⁰ You may choose the time interval of the required duty to report, but it must be reasonable.

¹¹ ASBA model policy 8.5—CLASSIFIED EMPLOYEES SICK LEAVE includes language entitling employees with up to fifteen (15) days of sick leave in a school-year for issue relating to the adoption of a child. If you have not adopted this provision, delete #2 from this sentence. Include reason #1 if you have a liberal sick leave policy that would permit leave to be taken for bonding with a new born son or daughter.

¹² The Department of Labor's *Designation Notice* has entries that address this section's requirements. It's very helpful. For this section, you will need both the *Designation Notice* (WH-382) and the appropriate *Medical Certification form* (WH-380-E or WH-380-F); the *Designation Notice* to fulfill your notice requirements and the medical certification form to enable you to determine if the employee's leave is actually covered under the FMLA. They are available at the link in footnote #⁴ or by calling the ASBA office.

¹³ The types and amounts of leave available for a particular type of qualifying exigency are covered in 29 C.F.R. § 825.126. Call the ASBA office for a copy.

¹⁴ You can use WH-384, *Certification of Qualifying Exigency for Military Family Leave* to obtain the certification. It's available at the link in footnote #⁴ or by calling the ASBA office.

¹⁵ You can use WH-385, *Covered Service Member Serious Injury* form to obtain the certification. It's available at the link in footnote #4 or by calling the ASBA office.

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

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

Date Adopted: June 14, 2004
Revised: July 10, 2006
June 9, 2008
April 12, 2010
June 11, 2012
May 13, 2013
April 14, 2014
March 14, 2016
June 8, 2020

8.23.1—CLASSIFIED PERSONNEL COVID EMERGENCY LEAVE

The District provides up to an additional ten¹ (10) days of paid leave for its employees who meet both of the following requirements:

1. The employee:
 - a. Is ordered by the District, a medical professional, or the Arkansas Department of Health (ADH) to quarantine or isolate due to COVID-19 for one of the following reasons:
 - i. Testing positive for COVID-19;
 - ii. Experiencing COVID-19 symptoms and seeking a medical diagnosis; or
 - iii. Is a probable close contact or close contact; or
 - b. Needs to care for a dependent who is subject to a quarantine or isolation order; and
2. The employee's job duties are not able to be performed remotely.

The employee is responsible for providing the District proof that the employee or the employee's dependent has received a quarantine or isolation order. The proof may be in any of the following forms, as applicable:

- A positive test result;
- Proof of receipt of a PCR test;
- A written quarantine or isolation order from the employee's or the employee's dependent's treating physician, the ADH, or the District's Point Of Contact (POC); or
- Written notification of close contact or potential close contact status from ADH, the District POC, or another district's POC if the close contact is from another district.

In addition to other appropriate documentation, employees who intend to take leave under this policy due to the need to care for a dependent must submit a written statement indicating the relationship with the dependent, the dependent's age, and that the employee is the only individual capable of caring for the dependent.

Upon notification that an employee has received a quarantine or isolation order, The District shall review whether the employee has applicable leave remaining under the Families First Coronavirus Response Act (FFCRA) and this policy.

- If an employee has applicable leave under the FFCRA and this policy:
 - The District shall use available leave under the FFCRA first;
 - The District shall use the employee's available FFCRA leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's FFCRA leave;
 - The District shall automatically switch the employee to use leave under this policy, if available,² should the employee's quarantine or isolation order last longer than the employee's FFCRA leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.
- If an employee has applicable leave under the FFCRA or this policy but not both:
 - The District shall use the employee's available leave until the earlier of the expiration of the quarantine or isolation order or the exhaustion of the employee's available leave; and
 - The District shall automatically switch the employee to another form of applicable District provided paid leave, if available, should the employee's quarantine or isolation order last longer than the employee's available leave under the FFCRA or this policy.

- If an employee has no leave remaining under this policy or applicable leave under the FFCRA, then the District shall use another form of applicable District provided paid leave, if available.

An employee who receives COVID Emergency Leave shall be paid the employee's full daily rate of pay for up to ten¹ (10) days. The ten¹ (10) days of COVID Emergency Leave may, but is not required to, run consecutively. An employee shall not have days charged against the number the employee is eligible for under this policy for days when the employee is not expected to perform duties, such as holidays.³ The ten¹ (10) days of paid leave provided under this policy shall be used for eligible leave before other forms of District provided paid leave are used, including sick leave, personal leave, and vacation.

An employee's eligibility to receive paid leave under this policy expires on June 30, 2021.

Notes: ¹ The funding provided by Commissioner's Memo COM-21-014 expired on December 18, 2020; however, DESE has authorized districts to continue providing the leave but districts will be required to use local or Federal funds to cover the leave. Districts may choose to have the number of days eligible for an employee consider the number of days an employee used in the Fall or may choose to provide all employees a new round of paid days. Be sure to specify your choice in the policy adoption motion. Commissioner's Memo COM-21-061 does not set a maximum number of days that a district may choose to offer employees under this policy so the ten (10) days included in the policy is only a suggestion.

² If you choose to reset the number of days your employees have available under this policy, remove this clause.

³ An employee's quarantine or isolation period may fall at such a time period that part of the quarantine or isolation period is on days when the school would ordinarily be closed for paid holidays. The remaining COVID Emergency Leave days that were not used due to the holiday would continue to be available should the employee be ordered into another quarantine or to isolate unless one of the Policy's sunset provisions was triggered before the new quarantine or isolation order.

Cross References: 8.5—CLASSIFIED PERSONNEL SICK LEAVE
 8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE
 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE ACT

Legal References: Commissioner's Memo COM-21-061
 29 C.F.R. Part 826

Date Adopted: November 2, 2020
 Revised: January 11, 2021

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

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District’s central dispatch or transportation center. In addition, 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: June 14, 2004
Re-adopted: July 10, 2006
 June 11, 2012
 April 14, 2014
 September 9, 2019

8.25—CLASSIFIED PERSONNEL CELL PHONE USE

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

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.

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.

Except when authorized in Policy 8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES, 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.

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

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

Date Adopted: June 14, 2004
Re-adopted: July 10, 2006
Revised: August 13, 2007
 June 8, 2009
 June 11, 2012
 April 14, 2014
 September 9, 2019

8.25.1 – USE OF DISTRICT-OWNED CELL PHONES

District-owned cell phones are for business purposes only. Any employee must reimburse the District for any personal calls made or received on any district-owned cell phone that exceed monthly service charges.

Date Adopted: August 14, 2006

8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

Definitions

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

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

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

Examples of “Bullying” include, but are not limited to, a pattern of behavior involving one or more of the following:

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

“Cyberbullying” means any form of communication by electronic act that is sent with the purpose to:

- Harass, intimidate, humiliate, ridicule, defame, or threaten a student, school employee, or person with whom the other student or school employee is associated; or
- Incite violence towards a student, school employee, or person with whom the other student or school employee is associated.

Cyberbullying of School Employees includes, but is not limited to:

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or
- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or 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.

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 building principal, or designee, as soon as possible.

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. 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; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

A building principal, or designee, who receives a credible report or complaint of bullying shall:

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
 - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
 - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying:
 - a. That a credible report or complaint of bullying against their student exists;
 - b. Whether the investigation found the credible report or complaint of bullying to be true;
 - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
 - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
 - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
 - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.¹ In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Notes: This policy is similar to Policy 3.38. If you change this policy, review 3.38 at the same time to ensure applicable consistency between the two.

A school employee who has reported violations under the school district's policy shall be immune from any tort liability which may arise from the failure to remedy the reported incident.

Legal References: A.C.A. § 6-18-514
 DESE Rules Governing Student Discipline and School Safety

Date Adopted: March 14, 2005
Re-adopted: July 10, 2006
Revised: August 14, 2006
 July 10, 2007
 April 11, 2011
 June 13, 2011
 May 13, 2013
 March 9, 2015
 March 14, 2016
 April 9, 2018
 September 9, 2019

8.27 – CLASSIFIED PERSONNEL LEAVE – INJURY FROM ASSAULT

Any staff member who while in the course of his/her 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: March 14, 2005

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.28 – DRUG FREE WORKPLACE – CLASSIFIED PERSONNEL

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

To help promote a drug free workplace, the District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. Reference sources are as follows:

South Arkansas Regional Health Center
412 North Vine
Magnolia, AR 71753
234-7500

Ouachita Chemical Dependency Unit
Camden, AR 71701
870-836-1289

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 be a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.

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

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his 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 five calendar days to the Superintendent. Within ten 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 substance, 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 of 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.

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

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

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

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

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

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

Date Adopted: September 12, 2005
Re-adopted: July 10, 2006
Revised: August 14, 2006
 August 13, 2007
 June 11, 2012
 March 9, 2015
 June 8, 2015
 March 14, 2016

**8.28 F – DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT
CERTIFICATION**

I hereby certify that I have been presented with a copy of the Magnolia School District's Drug-Free Workplace Policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with the District.

Signature

Date

8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

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

Date Adopted: June 9, 2008
Revised: April 11, 2011
June 11, 2012

8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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 Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

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

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding totals of years of service. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her total years of service to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than one hundred sixty (160) days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee. Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's

salary schedule. Further adjustments will be made if length of contract or job assignments change. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

For a period of up to two (2) years from the date of board action on the classified employee's non-renewal or termination recommendation under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified. The non-renewed employee shall be eligible to be recalled for a period of two (2) years in reverse order of the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have ten (10) working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the ten (10) day time period. A lack of response, as evidenced by an employee's failure to respond within ten (10) working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

Notes: District policy 8.30.1 covers the ASBA version of Section Two of this policy

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: June 14, 2004
Revised: September 12, 2005
Re-adopted: July 10, 2006
Revised: June 13, 2011
 May 13, 2013
 April 14, 2014
 June 8, 2020
 March 8, 2021

8.30.1—ADDITION TO REDUCTION IN FORCE (RIF) POLICY

Section 2

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

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

The need for any employee of the annexed or consolidated school district shall be determined solely by the Superintendent and School Board of the Magnolia School District.

The Superintendent shall mail or have hand-delivered the notification to such employees of his intention to recommend nonrenewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Magnolia School District's reduction-in-force policy. Such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

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

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

Date Adopted: October 12, 2005 - Noncertified Personnel Policies Committee

October 17, 2005 – Board of Education

November 8, 2005 – District-Wide Noncertified Personnel

Re-adopted: July 10, 2006 – Board of Education

8.31 – CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL

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

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

Date Adopted: September 12, 2005

Re-adopted: July 10, 2006

Revised: June 11, 2012

8.31.1 – PUBLIC SCHOOL EMPLOYEE FAIR HEARING ACT

Employee shall mean any person employed by a school district under a written annual contract, who is not required to have a teaching certificate issued by the Department of Education as a condition of employment.

“Full-time employee” means any employee who is contracted to work at least twenty (20) hours per week.

“Probationary employee” means an employee who has not completed one (1) year of employment in the school district in which he is employed. Provided that at least thirty (30) days prior to the completion of an employee’s probationary period, the Superintendent of schools may recommend and the Board of Directors may vote that one (1) additional year of probation is necessary for an employee.

The superintendent of a school district may recommend termination of an employee during the term of any contract or the nonrenewal of a full-time nonprobationary employee’s contract provided that he gives notice in writing, personally delivered, or by letter posted by registered or certified mail to the employee’s residence address as reflected in the employee’s personnel file.

The recommendation of nonrenewal of a full-time nonprobationary employee’s contract shall be made no later than thirty (30) calendar days prior to the beginning of the employee’s next contract period.

Such written notice shall include a statement of the reasons for the proposed termination or nonrenewal.

The notice shall further state that an employee being recommended for termination or a full-time nonprobationary employee being recommended for nonrenewal is entitled to a hearing before the School Board upon request provided that the request is made in writing to the Superintendent within twenty-five (25) calendar days from receipt of the notice.

It is the public policy of the State of Arkansas that employees, as defined in this subchapter, shall not be considered “at will” employees with regard to the termination of their employment, notwithstanding any contractual provision to the contrary.

Nothing herein shall be construed or interpreted to preclude the Superintendent from placing an employee on immediate suspension, provided he gives written notice of such action to the employee within two (2) school days of the suspension.

The notice shall include a statement of reasons for the suspension, state whether the Superintendent is recommending termination and state that a hearing before the School Board is available upon request provided that the request is made in writing to the Superintendent within twenty-five (25) days from receipt of the notice.

Upon receipt of a request for a hearing, the School Board shall conduct a hearing in accordance with the following provisions:

The hearing shall take place no fewer than five (5) nor more than ten (10) days after the written request has been received by the Superintendent, except that the employee and Board may, in writing, agree to an earlier or later hearing date.

The hearing shall be public or private at the request of the employee.

The employee may be represented by persons of his or her own choosing.

In hearings held concerning a recommendation for the termination of an employee's contract, either the Board or the employee may elect to have a record of the hearing made at the Board's expense.

In hearings held concerning a recommendation of the nonrenewal of a full-time non-probationary employee, either the Board or the employee may elect to have a record of the hearing made, and the expense for the record shall be shared equally between the Board and the employee.

After the hearing, the School Board may terminate the employee or continue the suspension for a definite period of time. The salary of a suspended employee shall cease when the School Board sustains the suspension. Otherwise, the employee shall be reinstated without loss of compensation.

The decision of the School Board shall be made within ten (10) calendar days of the hearing.

Date Adopted: September 12, 2005

Re-adopted: July 10, 2006

8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

The Superintendent shall be responsible for assigning and reassigning classified personnel.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: August 14, 2006

Revised: June 11, 2012

8.34—CLASSIFIED PERSONNEL DUTIES AS MANDATED REPORTERS

It is the statutory duty of school district employees to:

- If the employee has reasonable cause to suspect child abuse or maltreatment, then the employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline; by: calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through 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.
- If the employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the employee in the ordinary course of his/her professional duties, then the employee shall make every attempt to immediately notify law enforcement of the serious and imminent threat to the public and have notified law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty, 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 or that form the basis of the serious and imminent threat to the public; 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; that a serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who notify the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement 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 mandated reporter** from directly reporting suspected child abuse, maltreatment, or a serious and imminent threat to the public, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline or law enforcement.

Legal References: A.C.A. § 6-18-110
 A.C.A. § 12-18-107
 A.C.A. § 12-18-201 et seq.
 A.C.A. § 12-18-302
 A.C.A. § 12-18-402

Date Adopted: June 9, 2008
Revised: June 11, 2012
 September 9, 2019
 June 8, 2020
 September 13, 2021

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

Obtaining Eligibility Information

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

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

In addition to potential federal criminal penalties that may be filed against a staff member who violates this prohibition,¹ the employee shall be subject to discipline up to and including termination.

Releasing Eligibility Information

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

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

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

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

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018
DESE Eligibility Manual for School Meals Revised July 2017
A.C.A. § 6-18-715
7 CFR 210.1 – 210.31
7 CFR 220.1 – 220.22
7 CFR 245.5, 245.6, 245.8
42 USC 1758(b)(6)

Date Adopted: June 8, 2009
Revised: May 13, 2013

8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

The District may discipline an employee, up to and including termination of the employee's contract, if it is discovered that the employee:

1. Deliberately made false statements concerning the origin of an injury or the circumstances surrounding the injury; or
2. submitted a WC claim that the employee knew to be based substantially or entirely on false information.

An employee shall not be disciplined solely because the District's WC carrier denied the employee's WC claim.

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

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

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

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

- Will be charged for a day's sick leave for all days missed until such time as the WC claim has been approved or denied;
- Whose WC claim is accepted by the WC insurance carrier as compensable and who is absent for eight (8) or more days shall be charged sick leave at the rate necessary, when combined with WC benefits, to bring the total amount of combined income up to 100% of the employee's usual contracted daily rate of pay;
- Whose WC claim is accepted by the WC insurance carrier as compensable and is absent for fourteen (14) or more days will be credited back that portion of sick leave for the first seven (7) days of absence that is not necessary to have brought the total amount of combined income up to 100% of the employee's usual contracted gross pay.

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

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

Date Adopted: August 10, 2009

Revised: June 11, 2012
 May 13, 2013
 April 14, 2014
 March 9, 2015
 March 14, 2016
 March 8, 2021

8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS

Definitions

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

Professional/education Social Media Account: an account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, or Instagram.

Blogs are a type of networking and can be either social or professional in their orientation. Professional blogs, approved by the principal or his/her designee, are encouraged and can provide a place for staff to inform students and parents on school related activities. Social blogs are discouraged to the extent they involve staff and students in a non-education oriented format.

Policy

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

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

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

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

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

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

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

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Except when expressly authorized by the employee's job duties, staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. Except when expressly authorized by the District employee's job duties and when District procedures have been followed, all school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. The posting of prohibited material or posting without following proper procedures may result in disciplinary action against the District employee, up to and including termination or non-renewal.

Specifically, the following forms of technology based interactivity or connectivity are expressly permitted or forbidden:

Privacy of Employee's Social Media Accounts

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

1. Disclose the username and/or password to his/her personal social media account;
2. Add an employee, supervisor, or administrator to the list of contacts associated with his/her personal social media account;
3. Change the privacy settings associated with his/her personal social media account; or

4. Retaliate against the employee for refusing to disclose the username and/or password to his/her personal social media account.

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

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

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

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal References: A.C.A. § 11-2-124
 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: April 11, 2011
Revised: June 11, 2012
Revised: September 9, 2013
 September 9, 2019
 June 8, 2020
 March 8, 2021

8.38—CLASSIFIED PERSONNEL VACATIONS

240 day contracted employees are credited with 10 days of vacation at the beginning of each fiscal year. This is based on the assumption that a full contract year will be worked. If an employee fails to finish the contract year due to resignation or termination, the employee's final check will be reduced at the rate of .833 days per month, or major portion of a month, for any days used but not earned.

All vacation time must be approved, in advance to the extent practicable, by the superintendent or designee who shall consider the staffing needs of the district in making his/her determination. 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 nonrenewal.

No employee shall be entitled to more than 15 days of vacation as of the first day of each fiscal year. The permissible carry forward includes the 10 days credited upon the start of the fiscal year. Employees having accrued vacation totaling more than 15 days as of the date this policy is implemented shall not be eligible to increase the number of days carried forward during their employment with the district.

Date Adopted:	April 11, 2011
Revised:	June 11, 2012
	May 13, 2013

8.39—DEPOSITING COLLECTED FUNDS

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

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

Staff members shall deposit daily to the principal's office all activity funds collected. No cash or checks are to be left in classrooms or offices overnight.

Date adopted: April 11, 2011

8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

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

Date Adopted: May 13, 2013

Revised: September 9, 2013

April 14, 2014

September 9, 2019

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

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 Federal funds, including the District Child Nutrition Program funds, if a conflict of interest exists, whether the conflict is real or apparent. Conflicts of interest arise when one or more of the following has a financial or other interest in the entity selected for the contract:

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

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

- a. Entertainment;
- b. Hotel rooms;
- c. Transportation;
- d. Gifts;
- e. Meals

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

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

Legal References: A.C.A. § 6-24-101 et seq.
Division of Elementary and Secondary 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
2 C.F.R. § 200.318
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: April 13, 2015
Revised: March 14, 2016
August 12, 2019

8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: April 14, 2014

8.44—CLASSIFIED PERSONNEL CONTRACT RETURN

An employee shall have thirty (30)¹ days from the date of the receipt of his contract for the following school year in which to return the contract, signed, to the office of the Superintendent. The date of receipt of the contract shall be presumed to be the date of a cover memo², which will be attached to the contract.

Failure of an employee to return the signed contract to the office of the Superintendent within thirty (30) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.³

Notes: ¹ The thirty (30) days here is entirely optional as there is no statutory timeline by when classified employees must return their contracts. We have used thirty (30) days here because it matches the timeline for licensed employees, but you may adjust the timeline to best suit your local needs. If you adjust the timeline in the policy, remember to also adjust the timeline included in the cover memo language set forth in footnote ².

² The following language is offered as suggestive for the cover memo:

Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 8.44, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a resignation, and steps will immediately begin to fill that vacated position for the next school-year.

³ The paragraph is optional and works well for districts that get their contract renewals out well before school is out; however, for districts that issue contracts late, the paragraph serves as an additional opportunity for employees to get out of their contracts by simply declining to return them signed and thus activate the provisions of the second paragraph of the policy.

Date Adopted: April 9, 2019
Revised: