

**PERSONNEL**

### **3.0 LICENSED PERSONNEL POLICY COMMITTEE**

#### **Membership**

The membership of the licensed personnel policy committee (PPC) shall be:

1. Twenty-two members who are classroom teachers as follows:
  - 4 from each building except the high school, which will have 6 representatives.
2. Up to three (3) administrators appointed by the superintendent, which may include the superintendent.

#### **Election of Teacher Members**

The twenty-two teacher members of the PPC shall be elected as follows:

The election for the teacher members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A teacher may cast a ballot to vote for the candidate(s) the teacher is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

#### **Length of Term**

The length of term for teacher members of the PPC shall be 2 years. Terms of teacher members shall be staggered so that, to the extent possible, an equal number of teacher members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

#### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

#### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings through the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

#### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Cross Reference: 1.9—POLICY FORMULATION

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

Date Adopted: May 16, 2023

Last Revised:

### 3.1 LICENSED PERSONNEL SALARY SCHEDULE

In compliance with the LEARNS Act of 2023 the base salary schedule for the 2023-2024 school year will be as follows:

#### **\$50,000 to \$72,000 (190 Day Contract)**

##### **Employees Under Contract with Greenwood School for 2022-2023**

All certified employees whose base contract amount for the 2022-2023 school year is at or above \$50,000 will receive an increase in total salary of \$2,000 rounded up to the nearest \$100. Ex. A 2023-2024 contract with the \$2000 increase totaling \$61,205 will be rounded to \$61,300.

Certified employees under contract during the 2022-2023 school year with 11 years of experience or less will receive a pay increase for the 2023-2024 school year in the following amount:

Experience		Base Pay
1	\$5,370	(\$50,200)
2	\$5,070	(\$50,400)
3	\$4,770	(\$50,600)
4	\$4,470	(\$50,800)
5	\$4,170	(\$51,000)
6	\$3,870	(\$51,200)
7	\$3,570	(\$51,400)
8	\$3,270	(\$51,600)
9	\$2,970	(\$51,800)
10	\$2,670	(\$52,000)
11	\$2,370	(\$52,200)

Certified employees' contracts that include additional duties will not receive a salary increase exceeding \$2000 as a result of an index.

##### **Employees Hired for the 2023-2024 School Year and Thereafter**

Certified Employees new to the district will be contracted in an amount comparable to employees that are currently under contract with the Greenwood School District based on the following:

- A. Years of Experience
- B. Education Level
- C. Duties/Responsibilities

##### **Advanced Degrees**

The Greenwood School District will recognize hours attained for advanced degrees for **all** current and future certified employees in the following manner:

BS +12 \$625  
BS +24 \$625  
MA \$2,000  
MA +12 \$625  
MA +24 \$625  
Ed.S/M+36 \$625  
Doctorate \$625

**Future increases to certified salaries will be given in the following manner:**

Percentage increase to current total salary. Ex. \$60,000 X 2% = \$61,200

***The 2023-2024 LEARNS ACT Salary Schedule and future salary schedules are dependent on funding of the LEARNS Act being provided by the General Assembly and Arkansas Department of Education. In the event that the LEARNS Act is found to be unconstitutional, repealed by a ballot referendum, or an injunction is issued delaying implementation of the LEARNS Act; revisions to the salary schedule may be necessary.***

Date Adopted: May 16, 2023

### 3.2 LICENSED PERSONNEL EVALUATIONS

#### Definitions

"Beginning administrator" means a building level or district level leader who has not completed three (3) years of experience as a building level or district level administrator.

"Building level or district level leader" means an individual employed by the District whose job assignment is that of a building level or district level administrator or an equivalent role, including an administrator licensed by the State Board of Education, an unlicensed administrator, or an individual on an Administrator Licensure Completion Plan. Building level or district level leader does not include the superintendent, deputy superintendents, associate superintendents, and assistant superintendents.

"Novice teacher" is a teacher who has less than three (3) years of public school classroom experience.

"Teacher" has the same definition as A.C.A. § 6-17-2803(16).

#### Teachers

Teachers will be evaluated under the provisions and timelines of the Teacher Excellence and Support System (TESS).

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Teachers will be evaluated under the schedule and provisions required by TESS. All teachers, other than novice teachers, will have a summative evaluation over all domains and components at least once every four (4) years. To establish the initial four (4) year rotation schedule for teachers, other than novice teachers, to be summatively evaluated, at least one-quarter (1/4) of each school's teachers, other than novice teachers, will be selected for evaluation by volunteering, seniority and/or drawing names. Novice teachers will receive a summative evaluation in the year following the completion of their novice period and will be added to the four (4) year summative evaluation rotation for following years. A teacher who transfers into the District from another Local Educational Agency (LEA) shall be added to the four (4) year summative evaluation rotation based on when the teacher's most recent summative evaluation was conducted.

All teachers shall develop a Professional Growth Plan (PGP) annually that identifies professional growth outcomes to advance the teacher's professional skills and clearly links personalized, competency-based professional learning opportunities to the professional growth outcomes. The teacher's PGP must be approved by the teacher's evaluator. If there is disagreement between a teacher and the teacher's evaluator concerning the PGP, the decision of the evaluator shall be final.

Following a summative evaluation, the teacher shall receive an overall performance rating that is derived from:

1. A written evaluation of the teacher's performance on all evaluation domains as a whole;
2. The evaluation framework and evaluation rubric appropriate to the teacher's role;
3. Multiple sources of evidence of the teacher's professional practice including, but not limited to:
4. Direct observation;
5. Indirect observation;
6. Artifacts; and
7. Data; and
8. Presentations of evidence chosen by the teacher, the evaluator, or both.

The Summative evaluation shall provide an opportunity for the evaluator and the teacher to discuss the review of the evidence used in the evaluation and provide feedback that the teacher can use to improve his/her teaching skills and student learning.

While teachers are only required to be summatively evaluated once every four (4) years, the teacher's evaluator may conduct a summative evaluation in any year.

A teacher shall continue to demonstrate a commitment to student learning in formative years by furthering the teacher's professional growth and development as guided by the teacher's PGP. The teacher's evaluator, or one or more individuals selected by the evaluator, shall support the teacher on an ongoing basis throughout the formative years by:

- Providing teachers with immediate feedback about teaching practices;
- Engaging teachers in a collaborative, supportive learning process; and
- Helping teachers use assessment methods supported by evidence-based research that inform the teacher of student progress and provide a basis for adapting teaching practices.

An overall performance rating is not required in a formative year.

### **Building Level or District Level Evaluations**

Building level or district level leaders will be evaluated under the schedule and provisions required by the Leader Excellence and Development System (LEADS).

The superintendent or designee(s) shall develop procedures to govern the evaluation process and timelines for the evaluations.

Building level or district level leaders, except for beginning administrators, shall have a summative evaluation at least once every four (4) years. To establish the initial four-year rotation schedule for building level or district level leaders, except for beginning administrators, to be summatively evaluated, at least one quarter (1/4) of each school's building level or district level leaders will be selected for evaluation by volunteers, seniority and/or drawing names. Beginning administrators shall have a summative evaluation in the year following the completion of their beginning administrator period and will be added to the four (4) year summative evaluation rotation for following years. A building level or district level leader who transfers into the District from another LEA shall be added to the four (4) year summative evaluation rotation based on when the building level or district level leader's most recent summative evaluation was conducted.

A building level or district level leader shall complete a PGP based on the standards and functions determined during the initial summative evaluation meeting with the superintendent or designee. If there is disagreement between a building level or district level leader and the leader's evaluator concerning the PGP, the decision of the evaluator shall be final.

The building level or district level leader shall annually revise his/her PGP and associated documents required under LEADS. In a non-summative evaluation year, his/her job performance will be measured on how well the PGP's goals have been met.

The Superintendent, or designee shall use the evaluation framework and rubric that is appropriate to the role and responsibilities of the building level or district level leader when conducting the building level or district level leader's summative evaluation. The Building level or district level leader's summative evaluation shall result in a written overall performance rating that is based on multiple sources of evidence of the building level or district level leader's professional practice, which may include:

- a. Direct observation;
- b. Indirect observation;
- c. Artifacts; and
- d. Data.

When the Superintendent or designee conducts a summative evaluation, he/she will base the building level or district level leader's continuing employment recommendation on:

- The level of performance based on the performance functions and standards of the evaluation rubric;
  - The evidence of teacher performance and growth applicable to the building- or district-level leader; and
  - The building- or district-level leader's progression on his or her professional growth plan.
- While building level or district level leaders are required to be summatively evaluated once every four (4) years, the Superintendent or designee may conduct a summative evaluation in any year.

Legal References:      A.C.A. § 6-17-2801 et seq.  
                                 A.C.A. § 11-3-204  
                                 ADE Rules Governing Educator Support and Development

Date Adopted: May 13, 2004

Last Revised: July 25, 2013

Last Revised: June 14, 2018



### 3.4 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 RIF, 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 for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be affected through non-renewal, termination, or both. Any RIF will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will not be recommended for renewal or will be terminated first. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30. It is each teacher's individual responsibility to ensure their point totals are current in District files.

#### **Points**

- Most recent summative evaluation rating (If the employee has not received a summative evaluation at the District, the district where the employee was employed prior to the District shall be contacted for the employee's most recent summative evaluation:
  - 4 points—Received a "highly effective" rating
  - 3 points – Received a "effective" rating
- Holds a license along the teacher career continuum:
  - 2 point – Lead Professional Educator license
  - 3 points – Master Professional Educator License
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
  - 1 point—Master's degree
  - 2 points—Master's degree plus thirty additional hours
  - 3 points—Educational specialist degree
  - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal their

assignment of points 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 a teacher's point total after the list is released.

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; 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.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with a summative rating of "highly effective" shall be retained over an employee with a summative rating of only "effective".
2. If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving 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.

### **Recall**

There shall be no right of recall for any teacher.

## **SECTION TWO**

The employees of any school district which annexes to, or consolidates with, the Greenwood 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 Greenwood 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 Greenwood School District.

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

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

This subsection of the RIF 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 a notification of the superintendent's intention to recommend dismissal through RIF, but merely that the superintendent has that period of time in which to issue a notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Greenwood 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 RIF policy.

Legal References:       A.C.A. § 6-13-636  
                              A.C.A. § 6-17-201  
                              A.C.A. § 6-17-2407

Date Adopted: May 13, 2004

Last Revised: June 12, 2008

Last Revised: May 16, 2023

### **3.5 CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee's 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.

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 rejection of the offer of employment 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 rejection of the offer of employment final.

Date Adopted: May 13, 2004

Last Revised: May 16, 2023

### 3.6 LICENSED PERSONNEL EMPLOYEE TRAINING

For the purposes of this policy, professional development (PD) means a set of coordinated, planned learning activities for District employees who are required to hold a current license issued by the State Board of Education as a condition of employment that:

- Is required by statute or the Division of Elementary and Secondary Education (DESE); or
- Meets the following criteria:
  - Improves the knowledge, skills, and effectiveness of teachers;
  - Improves the knowledge and skills of administrators and paraprofessionals concerning effective instructional strategies and methods;
  - Leads to improved student academic achievement; and
  - Is researched-based and standards-based.

All employees shall attend all local PD training sessions as directed by his/her supervisor.

As part of the District's School District Support Plan (SDSP), the District shall develop and implement a professional development plan (PDP) for its licensed employees. The District's PDP shall, in part, align District resources to address the PD activities identified in each school's school-level improvement plan (SLIP) and incorporate the licensed employee's professional growth plan (PGP). The PDP shall describe how the District's categorical funds will be used to address deficiencies in student performance and any identified academic achievement gaps between groups of students. At the end of each school year, the District shall evaluate the PD activities' effectiveness at improving student performance and closing achievement gaps.

Each licensed employee shall receive a minimum of thirty-six (36) hours of PD annually to be fulfilled between July 1 and June 30. A licensed employee may be required to receive more PD than the minimum when necessary to complete the licensed employee's PGP, but not to exceed fifty-four (54) total hours of PD. All licensed employees are required to obtain thirty-six (36) hours of approved PD each year over a five-year period as part of their licensure renewal requirements. PD hours earned in excess of each licensed employee's required number of hours in the designated year cannot be carried over to the next year.

Licensed employees who are prevented from obtaining the required PD hours due to their illness or the illness of an immediate family member as defined in A.C.A. § 6-17-1202 have until the end of the following school year to make up the deficient hours. Missed hours of PD shall be made up with PD that is substantially similar to that which was missed and can be obtained by any method, online or otherwise, approved by ADE. This time extension does not absolve the employee from also obtaining the following year's required hours of PD. Failure to obtain required PD or to make up missed PD could lead to disciplinary consequences, up to termination of the contract of employment.

The goal of all PD activities shall be improved teaching and learning knowledge and skills that result in individual, team, school-wide, and District-wide improvement designed to ensure that all students demonstrate proficiency on the state's academic standards. The PDP shall be research-based and standards-based and in alignment with applicable DESE Rules and/or Arkansas code.

Teachers, administrators, and paraprofessionals shall be involved in the design, implementation, and evaluation of the plan for their own PD offerings. The results of the evaluation made by the participants in each program shall be used to continuously improve PD offerings and to revise the SLIP.

Flexible PD hours (flex hours) are those hours that an employee is allowed to substitute PD activities, different than those offered by the District, but are still aligned to the employee's PGP, the employee's school's SLIP, or the District's PDP. The District shall determine on an annual basis how many, if any, flex hours of PD it will allow to be substituted for District scheduled PD offerings. The determination may be made at an individual building, a grade, or by subject basis.

The District administration and the building principal have the authority to require attendance at specific PD activities. Employees must receive advance approval from the building principal for activities they wish to have qualify for flex PD hours. To the fullest extent possible, PD activities are to be scheduled and attended such that teachers do not miss their regular teaching assignments. Six (6) approved flex hours credited toward fulfilling the licensed employee's required hours shall equal one (1) contract day. Hours of PD earned by an employee that are in excess of the employee's required hours but are either not at the request of the District or not pre-approved by the building principal, shall not be credited toward fulfilling the required number of contract days for that employee. Hours earned that count toward the licensed employee's required hours also count toward the required number of contract days for that employee. Employees shall be paid their daily rate of pay for PD hours earned at the request of the District that necessitate the employee work more than the number of days required by their contract.

Teachers and administrators who, for any reason, miss part or all of any scheduled PD activity they were required to attend, must make up the required hours in comparable activities, which are to be pre-approved by the employee's appropriate supervisor.

To receive credit for his/her PD activity, each employee is responsible for obtaining and submitting documents of attendance, or completion for each PD activity he/she attends. Documentation is to be submitted to the building principal or designee. The District shall maintain all documents submitted by its employees that reflect completion of PD programs, whether such programs were provided by the District or an outside organization.

To the extent required by DESE Rules, employees will receive up to six (6) hours of educational technology PD that is integrated within other PD offerings, including taking or teaching an online or blended course.

The following PD shall count toward a licensed employee's required PD hours to the extent the District's PDP or the employee's school's SLIP includes such training, is approved for flex hours, or is part of the employee's PGP and it provides him/her with knowledge and skills for teaching:

- Students with intellectual disabilities, including Autism Spectrum Disorder;
- Students with specific learning disorders, including dyslexia;
- Culturally and linguistically diverse students;
- Gifted students.
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Beginning in the 2013-14 school-year and every fifth year thereafter, all District personnel shall receive two (2) hours of PD related to child maltreatment required under A.C.A. § 6-61-133.

Beginning in school-year 2023-24, teachers shall receive two (2) hours of PD designed to enhance their understanding of effective parental involvement strategies at least one (1) time.

Beginning in school-year 2014-15 and every fourth year thereafter, administrators shall receive two (2) hours of PD designed to enhance their understanding of effective parent and family engagement strategies and the importance of administrative leadership in setting expectations and creating a climate conducive to parent and family participation.

Beginning in the 2023-24 school-year, teachers shall receive at least two (2) hours of PD in Arkansas History at least one (1) time. A teacher who provides instruction in Arkansas history may be required to receive additional hours of PD in Arkansas history as part of the teacher's annual PD requirement.

Beginning with the 2018-2019 school year, the District shall provide professional development to teachers licensed:

- At the elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining a proficiency credential in knowledge and practices in scientific reading instruction; and

- In an area other than elementary level for kindergarten through grade six (K-6), in special education for kindergarten through grade twelve (K-12) that is directly related to literacy, or reading specialists for kindergarten through grade twelve (K-12) for one (1) of the prescribed pathways to obtaining an awareness credential in knowledge and practices in scientific reading instruction.

The professional development will be designed so that, by the beginning of the 2023-2024 school year, all teachers employed in a teaching position that requires an elementary education license (K-6), special education license that is directly related to literacy, or reading specialists in kindergarten through grade twelve (K-12) shall demonstrate proficiency in knowledge and practices of scientific reading instruction and all other teachers shall demonstrate awareness in knowledge and practices of the scientific reading instruction.

Beginning in the 2019-2020 school year, the District shall provide annual training instruction based on the science of reading as set forth in the literacy plan contained within the District's SLIPs.

Beginning in the 2023-24 school-year and every fourth year thereafter, all licensed personnel shall receive two (2) hours of training related to bullying prevention and recognition of the relationship between incidents of bullying and the risk of suicide.

Beginning in the 2023-24 school-year and every fifth year thereafter, all licensed personnel shall receive two (2) hours of PD in mental health awareness and teen suicide awareness and prevention, which may be obtained by self-review of suitable mental health awareness and suicide prevention materials approved by DESE.

By the beginning of the 2024-25 school year and every fourth year thereafter, a school counselor shall receive Youth Mental Health training to learn the risk factors and warning signs of mental health issues in adolescents; the importance of early intervention; and how to help an adolescent who is in crisis or expecting a mental health challenge.

In addition to the mental health training otherwise required by this policy, all district employees shall receive mental health awareness training.

Anticipated rescuers shall receive training in cardiopulmonary resuscitation and the use of automated external defibrillators as required by DESE Rule. Such training shall count toward the required annual hours of PD.

Starting in the 2024-2025 school year and every two (2) years thereafter, principals, guidance counselors, teachers, and other relevant school personnel with direct contact and supervision of students shall receive seventy-five (75) minutes of training, in person or online, on the recognition of signs and symptoms of seizures and the appropriate steps for seizure first aid that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America. In addition, at least two (2) employees at each school shall receive training that is consistent with training programs and guidelines developed by the Epilepsy Foundation of America to:

1. Administer or assist with the self-administration of:
  - A seizure rescue medication or medication prescribed to treat seizure disorder symptoms; and
  - A manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet; and
2. Recognize the signs and symptoms of seizures and the appropriate steps to be taken to respond to these symptoms.

At least once every three (3) years, persons employed as athletic coaches shall receive training related to the recognition and management of concussions, dehydration, or other health emergencies; students' health and safety issues related to environmental issues; communicable diseases; and sudden cardiac arrest. The training may include a component on best practices for a coach to educate parents of students involved in athletics on sports safety.

All licensed personnel shall receive training related to compliance with the District's antibullying policies and the licensed employee's duties under the District's antibullying policies.

For each administrator, the thirty six (36) hour PD requirement shall include training in data disaggregation, instructional leadership, and fiscal management. This training may include the Initial, Tier 1, and Tier 2 training required for Superintendents and other designees by DESE's Rules Governing the Arkansas Financial Accounting and Reporting System and Annual Training Requirements.

Building level administrators shall complete the credentialing assessment for the teacher evaluation PD program prior to conducting any summative teacher evaluations.

Teachers' PD shall meet the requirements prescribed under the Teacher Excellence and Support System (TESS).

By the end of the 2014-15 school-year, teachers shall have received professional awareness on the characteristics of dyslexia and the evidence-based interventions and accommodations for dyslexia.

Teachers required by the superintendent, building principal, or their designee to take approved training related to teaching an advance placement class for a subject covered by the College Board and Educational Testing Service shall receive up to thirty (30) hours of credit toward the hours of PD required annually.

Licensed personnel may earn up to twelve (12) hours of PD for time they are required to spend in their instructional classroom, office or media center prior to the first day of student/teacher interaction **provided** the time is spent in accordance with state law and current DESE rules that deal with PD. Licensed personnel who meet the requirements of this paragraph, the associated statute, and DESE Rules shall be entitled to one (1) hour of PD for each hour of approved preparation.

Licensed personnel shall receive five (5) PD hours for each credit hour of a graduate level college course that meets the criteria identified in law and applicable DESE rules. A maximum of fifteen (15) such hours may be applied toward the thirty six (36) hours of PD required annually for license renewal.

The District shall make available annually to licensed personnel at least thirty (30) minutes of professional development on recognizing the warning signs that a child is a victim of human trafficking and reporting a suspicion that a child is a victim of human trafficking.

In addition to other required PD, personnel of Alternative Learning Environments shall receive PD on classroom management and on the specific needs and characteristics of students in alternative education environments.

District administrators as well as licensed personnel selected by the superintendent or building principal shall receive training on the appropriate use of restraint and seclusion in accordance with DESE's Advisory Guidelines for the Use of Student Restraints in Public School or Educational Settings and is in compliance with the requirements of A.C.A. § 6-18-2409. The names of District staff who have received certified training on the use of physical restraint shall be provided to all District staff at least annually.

As part of the District's implementation of the District's positive behavioral support system, District administrators as well as building personnel selected by the superintendent or building principal shall receive training in the use of positive behavior support for student behavior and in preventive techniques for teaching and motivating prosocial student behavior and conflict de-escalation and resolution techniques to be employed by school personnel to prevent, defuse, evaluate, and debrief a crisis and conflict situation.

Employees who are members of the District's behavioral threat assessment team shall receive basic and advanced behavioral threat assessment training through the Arkansas Center for School Safety of the Criminal Justice Institute or another organization or entity approved by the state board.

The District shall not require a school employee to complete or participate in implicit bias training, which is defined as a training or educational program designed to expose an individual to biases that the training's or educational program's developer or designer presumes the individual to unconsciously or unintentionally possess that predispose the individual to be unfairly prejudiced in favor of or against a thing, person, or group to adjust the individual's pattern of thinking in order to eliminate the individual's unconscious or unintentional bias or prejudice. A District employee may leave a



training that the employee is attending if the employee determines that the training addresses implicit biases. The District shall not take adverse employment action against an employee for the employee's failure or refusal to complete or participate in implicit bias training.

Employees who do not receive or furnish documentation of the required annual PD jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to receive his/her required annual hours of PD in any given year, unless due to illness as permitted by law, DESE Rule, and this policy, shall be grounds for disciplinary action up to and including termination.

Approved PD activities may include:

- Conferences/workshops/institutes;
- Mentoring/peer coaching;
- Study groups/learning teams;
- National Board for Professional Teaching Standards Certification;
- Distance and online learning (including ArkansasIDEAS);
- Micro-credentialing approved by DESE;
- Internships;
- State/district/school programs;
- Approved college/university course work;
- Action research; and
- Individually guided (to be noted in the employee's PGP).

Approved PD activities that occur during the instructional day or outside the licensed employee's annual contract days may apply toward the annual minimum PD requirement.

PD activities shall relate to the following areas:

- Content (K-12);
- Instructional strategies;
- Assessment/data-driven decision making;
- Advocacy/leadership/fiscal management;
- Systemic change process;
- Standards, frameworks, and curriculum alignment;
- Supervision;
- Mentoring/peer coaching;
- Next generation learning/integrated technology;
- Principles of learning/developmental stages/diverse learners;
- Cognitive research;
- Parent and family engagement/academic planning and scholarship;
- Building a collaborative learning community;
- Student health and wellness; and
- The Code of Ethics for Arkansas Educators.

Additional activities eligible for PD credit, as included in the District's PDP, employee's school's SLIP, and licensed employee's PGP, include:

- School Fire Marshall program (A.C.A. § 6-10-110);
- Tornado safety drills (A.C.A. § 6-10-121);
- Statewide student assessments (A.C.A. § 6-15-2912);
- Test security and confidentiality (A.C.A. § 6-15-2907);
- Emergency plans and the emergency communication method with law enforcement (A.C.A. § 6-15-1302);

- TESS (A.C.A. § 6-17-2806);
- Student discipline training, behavioral intervention, and classroom management (A.C.A. § 6-18-502);
- Comprehensive School Counseling Program (A.C.A. § 6-18-2004);
- Training required by DESE under The Arkansas Educational Support and Accountability Act and fiscal and facilities distress statutes and rules; and
- Annual lockdown drills (6-15-1303).

Cross References:      3.50—ADMINISTRATOR EVALUATOR CERTIFICATION  
                                  4.37—EMERGENCY DRILLS  
                                  4.60—STUDENT BEHAVIORAL INTERVENTION AND RESTRAINT  
                                  5.2—PLANNING FOR EDUCATIONAL IMPROVEMENT

Legal References:      Standards For Accreditation 1-B.4, 3-A.4, 3-B.1, 4-G.1, 4-G.2  
                                  DESE Rules Governing Professional Development  
                                  DESE Rules Governing the Arkansas Educational Support and Accountability Act  
                                  DESE Rules Governing school-based Automated External Defibrillator (AED) devices and  
                                  Cardiopulmonary Resuscitation (CPR) programs in Arkansas Public Schools  
                                  DESE Rules Governing the Arkansas Financial Accounting and Reporting System and Annual  
                                  Training Requirements  
                                  DESE Rules Governing the Right to Read Act  
                                  DESE Rules Governing Student Special Needs Funding

DESE Advisory Guidelines for the Use of Student Restraints in Public School or Educational  
 Settings

A.C.A. § 6-10-121  
 A.C.A. § 6-10-122  
 A.C.A. § 6-10-123  
 A.C.A. § 6-15-1004(c)  
 A.C.A. § 6-15-1302  
 A.C.A. § 6-15-1303  
 A.C.A. § 6-15-1703  
 A.C.A. § 6-15-2907  
 A.C.A. § 6-15-2911  
 A.C.A. § 6-15-2912  
 A.C.A. § 6-15-2913  
 A.C.A. § 6-15-2914  
 A.C.A. § 6-15-2916  
 A.C.A. § 6-16-1203  
 A.C.A. § 6-17-124  
 A.C.A. § 6-17-429  
 A.C.A. § 6-17-703  
 A.C.A. § 6-17-704  
 A.C.A. § 6-17-708  
 A.C.A. § 6-17-709  
 A.C.A. § 6-17-710  
 A.C.A. § 6-17-711  
 A.C.A. § 6-17-2806  
 A.C.A. § 6-17-2808

A.C.A. § 6-18-502(f)  
A.C.A. § 6-18-514(f)  
A.C.A. § 6-18-708  
A.C.A. § 6-18-720  
A.C.A. § 6-18-2004  
A.C.A. § 6-18-2404  
A.C.A. § 6-18-2408  
A.C.A. § 6-18-2409  
A.C.A. § 6-20-2204  
A.C.A. § 6-20-2303 (16)  
A.C.A. § 6-41-608  
A.C.A. § 6-61-133

Date Adopted: May 13, 2004

Last Revised: June 14, 2012

Last Revised: June 13, 2013

Last Revised: April 10, 2014

Last Revised: June 11, 2015

Last Revised: May 12, 2016

Last Revised: September 13, 2018

Last Revised: May 14, 2020

Last Revised: May 13, 2021

Last Revised: May 16, 2023

### **3.7 LICENSED PERSONNEL BUS DRIVER 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.

#### **Scope of Policy**

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

- 1) The employee shall possess a current driver’s license authorizing the individual to operate the size school bus the individual is hired to drive;
- 2) Have undergone a Department of Transportation (DOT) physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the last two years; and
- 3) A current valid certification of school bus driver in service training.

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

- The district receiving a negative drug test result for that employee;
- The employee submitting an electronic authorization through the Clearing 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 Data Base; 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 employee who perform safety functions shall annually 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”).

#### **Definitions**

“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.

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

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

### **Testing for Cause**

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

### **Refusal to Submit**

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

- 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, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver, the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

If the result 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 (3<sup>rd</sup>) business day following the date the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of .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 (3<sup>rd</sup>) business day following the date the District obtains actual knowledge of:

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

A.C.A. § 27-23-105  
A.C.A. § 27-23-101 et seq.  
A.C.A. § 27-51-1504  
49 C.F.R. § part 40  
49 C.F.R. § 382.101-605  
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: May 13, 2004

Last Revised: April 10, 2014

Last Revised: May 14, 2020

Last Revised: May 13, 2021

### 3.8 LICENSED PERSONNEL SICK LEAVE

#### Sick Leave

All employees who participate in the employee salary fund are eligible for sick leave in accordance with the following policy adopted by the Greenwood School District Board of Education.

#### Definitions

For the purpose of this policy, the following definitions shall apply:

- a) Employee – the term employee shall include any full time certified personnel of the school district. Part-time employees who work twenty hours or more per contracted week are eligible for pro-rated benefits.
- b) Sick Leave – sick leave shall mean absence with full pay from one's duties in a public school for the reason of personal illness, illness in the immediate family, personal leave or death in the immediate family, or funerals. The needs of foster children of court approved foster parents are also included with sick leave. This includes doctor's appointment, court dates, etc.
- c) Immediate Family – immediate family shall include teacher's spouse, children, and parents and any other relative living in the same household.
- d) Accumulated Sick Leave – accumulated sick leave shall mean the total number of days of unused sick leave that an employee has to his or her credit, up to 120 days. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.

Sick leave shall be awarded in the Greenwood School District on the basis of contract length. Days awarded shall be as follows:

182 day contract	9 days	Classified
188 day contract	9 days	Classified
191 day contract	10 days	
196 day contract	10 days	
201 day contract	10 days	
204 day contract	10 days	
206 day contract	10 days	
208 day contract	10 days	Classified
211 day contract	11 days	
216 day contract	11 days	
221 day contract	11 days	
228 day contract	11 days	
240 day contract	12 days	Classified
243 day contract	12 days	
250 day contract	12 days	Classified
260 day contract	13 days	Classified

After the effective date of this policy, such leave shall be in force beginning with the first day of the first school term for which each certified personnel is employed. If certified personnel resigns or leaves his position for any reason before the end of the school term, the district may deduct from his last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

A record of sick leave used and accumulated shall be established by the school district and maintained by the school principals for each of its certified personnel. This record is to be maintained by the school principal. Sick leave that is unused by a certified personnel during any school year shall be accumulated in such certified personnel sick leave account at a rate of one (1) day per month or major portion thereof employed until one hundred and twenty (120) days have been accumulated. A certified personnel who qualifies for sick leave may use any amount up to his total number of accumulated days.



Accumulated days of sick leave that are used up may be restored up to one hundred twenty days in the same manner that they were first accumulated.

If a principal or Superintendent has reason to believe that certified personnel have violated or misused this sick leave policy, he/she may require a certificate signed by a duly licensed physician for subsequent absences. The certified personnel shall be notified of this requirement in writing.

Certified personnel who is unable to work because of personal illness or disability and who has exhausted all regular sick leave and hardship days available shall have his/her monthly pay reduced at his/her daily rate.

When a certified personnel is absent under the provisions of this policy, he/she is expected to have available to the substitute those materials necessary for conduct of the day's activities.

In the event of the absence of certified personnel for less than one half day, for any reason, he/she will be reported absent for one half day, and the substitute will be credited with one half day service. In the event a substitute is not available, and other staff members substitute for a certified personnel, the absence will be reported in the manner of other absences.

#### **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 3.44, if an employee who works on 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.

Legal References:       A.C.A. § 6-17-1201 et seq.  
                              A.C.A. § 6-17-1301 et seq.  
                              29 C.F.R. § part 825

Date Adopted: June 10, 2004

Last Revised: June 22, 2006

Last Revised: April 10, 2014

Last Revised: June 11, 2015

### **3.9 SICK LEAVE BANK**

#### **PARTICIPATION**

On or before October 1 of each school year, certified personnel may voluntarily contribute one day of their sick leave allowance to a Sick Leave Bank. Each new certified personnel will be offered the option of becoming a member of the Sick Leave Bank at the time of employment. Each certified personnel wishing to make contribution to the bank shall do so on a Sick Leave Bank form.

#### **GOVERNANCE-SICK LEAVE BANK COMMITTEE**

A six-member committee shall oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee shall be comprised of classroom teachers, one from each school who have contributed days to the Sick Leave Bank, one administrator, and one classified member. The Sick Leave Bank Committee members will be elected at the time faculty members are elected to the Personnel Policies Committee. A chairperson of the Sick Leave Bank Committee shall be elected from the seven-member committee. The committee shall decide on the request based on the committee's rules of operation.

#### **RULES OF OPERATION**

The sick leave committee shall administer the bank according to the following rules:

- a) Only personnel who have made contribution to the bank may make withdrawals from the bank. Days once contributed to the bank may not be returned.
- b) The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave and hardship days.
- c) Sick Leave Bank days will be granted only in cases of catastrophic illness of an employee who is a Sick Leave Bank Member. Catastrophic is defined as any terminal illness or anything that alters the lifestyle for an extended period of time. A statement from the doctor is required.
- d) Request for Sick Leave Bank days will be made on a Sick Leave Bank request form submitted to the chairperson or member of the Sick Leave Bank Committee.
- e) Sick leave grants made from the bank shall be for up to 20 consecutive days for an individual applicant per year, if the days are available.
- f) After a Sick Leave Bank member withdraws days from the bank, he/she must contribute one day of his/her sick leave allowance at the beginning of the next school year to re-establish membership in the Sick Leave Bank.
- g) Once days have been contributed to the Sick Leave Bank, the usage of those days shall be governed by the committee of the Sick Leave Bank and not by sick leave policy.
- h) Personnel who have contributed to the Sick Leave Bank will not be requested to contribute to the bank again as long as the bank is considered to be solvent. When the Sick Leave Bank committee determines that more days are needed for the bank, members will be asked to contribute one day of his/her sick leave. Failure to contribute will result in his/her termination as a bank member.

#### **REPORTS**

The Sick Leave Bank committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the Sick Leave Bank days. The committee shall be required to make an annual report to the employees of Greenwood School District via e-mail through PPC minutes reported to the district after the first PPC meeting of each new school year.

No provision of this policy shall prevent certified personnel from voluntarily donating sick leave days to the credit of a staff member based upon the extraordinary circumstances of the individual as determined by the school board.

Date Adopted: May 13, 2004

Last Revised: June 14, 2007

### **3.10 CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principal / or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Date Adopted: May 13, 2004

Last Revised: June 22, 2006

### **3.11 PERSONAL LEAVE**

Certified personnel of Greenwood School District shall be granted three (3) days of personal leave each school year. These days, if used, will be charged against the employee's accumulated sick leave. Additional personal leave will be granted according to the accrued number of sick leave days.

15 days accrued - one extra personal day  
30 days accrued - two extra personal days  
45 days accrued - three extra personal days  
60 days accrued - four extra personal days

The personal days are non-accumulating. Personal leave days must be applied for and approved by the immediate supervisor at least one week in advance unless an emergency exists.

Date Adopted: May 13, 2004

Last Revised: June 10, 2010

Last Revised: May 12, 2016

### **3.11.1 MILITARY, CIVIC, PUBLIC OFFICE AND SABBATICAL LEAVE**

#### **MILITARY LEAVE OF ABSENCE**

All teachers, administrators, and non-certified staff who are directed to take a leave of absence for the purpose of participating in military training programs or other official programs made available by the Arkansas National Guard or of the reserved branches of the armed forces shall be entitled to such leave of absence for a period of fifteen (15) days, plus travel time, in any fiscal year. To the extent that the leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. The maximum number of allowable days is thirty (30) in one fiscal year. For the purpose of this policy the fiscal year shall be that which is presently established by the United States Government. This policy contains the following provisions:

- a. Each employee who requests military leave shall furnish a copy of his/her orders for the personnel file.
- b. Employees granted a military leave of absence shall be entitled to his/her regular salary during the time he/she is away under the leave of absence for a period of no longer than thirty (30) days.
- c. The district will provide a substitute for the staff member if the leave is during the academic school year.
- d. This leave of absence is in addition to the regular vacation time allowed the employee.
- e. If the orders require an activation of the employee for a period of longer than the fifteen (15) or thirty (30) days referenced above, the district will supplement the military pay to match the employee's school contract salary in order to prevent a financial hardship. Documentation of the projected military salary, including base pay and per diem, must be provided prior to the implementation of the military leave.
- f. No supplemental salary shall be provided for long-term order if the military pay exceeds the school contract salary.
- g. If the military activation leads to medical coverage under the provisions of the United States government, the district will cease assistance normally offered for insurance premiums until coverage is no longer provided by the military.
- h. During the leave of absence, the employee shall be entitled to preserve all seniority rights and retirement privileges to which he/she has become entitled.

#### **CIVIC DUTY**

Staff members shall be treated as on school business for jury duty, non-personal court ordered appearances, and/or other school related business and shall be allowed to retain jury duty compensation.

#### **PUBLIC OFFICE**

All employees of the Greenwood School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:

- a) By law, a school board member may not work for the school district which he/she serves.
- b) School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.
- c) May use personal and vacation days.
- d) In addition, upon request to the school board, a maximum of five additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. The employee will be responsible for reimbursing the district for the expense of a substitute employee.

#### **SABBATICAL**

Leave of absence, without pay or increment, may be granted by the Board of Education of the Greenwood School District to a certified employee upon recommendation of the Superintendent and building principal, subject to the following conditions:

- a) A person with at least three (3) years of continuous service in the District may be granted a leave of absence for not less than one semester nor more than two semesters at any one time during one school term.
- b) When leave of absence has been granted to the end of a scholastic year, the non-probationary teacher or administrator must notify the building principal and/or superintendent of schools by April 1 of his/her intention to resume his/her work at the beginning of the next scholastic year. This notification must be made in writing.

- c) When leave of absence has been granted to the end of the first semester of a scholastic year, the teacher must notify the building principal and/or superintendent of schools by December 1 of his/her intention to resume his/her work the second semester.
- d) Failure to notify the building principal and/or superintendent of schools of intention to resume work as indicated, or failure to report for duty at the expiration of an absence, or at the expiration of an extension granted, or failure to ask for additional leave of absence in case of protracted absence, shall be considered a resignation.
- e) All requests for leave of absence shall be applied for in writing at least ninety (90) days in advance of the time the leave shall take effect. Permission shall be made known in writing at least three months before the leave of absence shall take effect. The purpose of the ninety-day period is to allow the teacher/administrator time to plan activities for the leave of absence and for the school district to obtain suitable replacement.
- f) All benefits to which a teacher was entitled at the time of his/her leave of absence shall be restored to him/her upon his/her return to full-time employment. The teacher will be employed in an area of his/her certification, but not necessarily the position held at the time the leave of absence was granted.

**Leave of absence may be granted for the following reasons:**

- a) Advanced study in the teacher's teaching field(s).
- b) Educational travel if it can be shown that such activity will contribute to the efficiency of the non-probationary teacher.
- c) A leave of absence of up to one school year, without pay of increment, may be granted to the teacher/administrator for the purpose of caring for a sick or injured member of the teacher's administrator's family or because of a family catastrophe requiring the teacher/administrator to be absent from work for a prolonged period.
- d) Reasons not listed which can be shown to be of benefit to the teacher/administrator and can be justified to the Board of Education.

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

Date Adopted: May 13, 2004

Last Revised:

### **3.12 CERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

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

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

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

Date Adopted: June 14, 2007

Last Revised: June 12, 2008



### **3.15 LEAVE FOR INJURY FROM ASSAULT**

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher 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 teacher's employment.

Legal Reference:           A.C.A. 6-17-1209

Date Adopted: May 13, 2004

Date Revised: June 9, 2005

### 3.17 LICENSED PERSONNEL CODE OF CONDUCT

#### Definitions

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 3.26 but is nevertheless inappropriate within the education setting.

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee’s contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Legal References:      A.C.A. § 6-17-301  
                                 A.C.A. § 6-17-410  
                                 A.C.A. § 6-17-411  
                                 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: April 14, 2022

Last Revised: May 16, 2023

### **3.18 LICENSED 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 licensed employee is additionally employed by the District in either a classified capacity or by a contract to perform supplementary duties for a stipend or multiplier, the duties, expectations, and obligations of the primary licensed 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 licensed position and any other contracted position, the licensed 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 classified contract of employment or the contract to perform the supplementary duties.

#### **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 3.44, 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.

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

Date Adopted: May 13, 2004

Last Revised: April 10, 2014

### 3.19 LICENSED 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/she withholds information to the same effect, it may be grounds for dismissal. In particular, it will be considered a material misrepresentation and grounds for termination of contract of employment if an employee's licensure status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements 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 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. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The superintendent shall create procedures establishing the process the superintendent will use before making any decisions regarding the hiring or placement of a principal to consult with teachers employed at the school where the principal would be assigned.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

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 nondiscrimination may be directed to equity coordinator, who may be reached at [titleix@greenwoodk12.com](mailto:titleix@greenwoodk12.com).

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.

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 veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants, and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, **as applicable**, to the employment application:
  - 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
- A.C.A. § 6-13-636
- A.C.A. § 6-16-1507
- A.C.A. § 6-17-301
- A.C.A. § 6-17-407
- A.C.A. § 6-17-410
- A.C.A. § 6-17-411
- A.C.A. § 6-17-428
- A.C.A. § 6-17-429
- A.C.A. § 21-3-302
- A.C.A. § 21-3-303
- 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: May 13, 2004

Last Revised: June 11, 2015

Last Revised: May 12, 2016

Last Revised: June 14, 2018

Last Revised: October 8, 2020

Last Revised: May 13, 2021

Last Revised: April 14, 2022

Last Revised: May 16, 2023

### **3.20 CERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

Certified personnel shall be reimbursed for personal and/or travel expenses incurred while performing duties or attending workshops or other employment-related functions, provided that prior written approval for the activity for which the certified personnel seeks reimbursement has been received from the Superintendent, principal (or other immediate supervision with the authority to make school approvals), or the appropriate designee of the Superintendent.

It is the responsibility of the certified personnel to determine the appropriate supervisor from which he must obtain approval.

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

Date Adopted: May 13, 2004

Last Revised:

### **3.21 LICENSED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

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

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

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

Legal Reference:           A.C.A. § 6-21-609

Date Adopted: May 13, 2004

Last Revised: April 10, 2014

Last Revised:



### **3.22 DRESS OF EMPLOYEES**

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

Date Adopted: May 13, 2004

Last Revised:

### **3.23 POLITICAL ACTIVITY**

Certified personnel 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 certified personnel to engage in political activities on the school grounds or during work hours. The following activities are forbidden on school property:

1. Using students for preparation or dissemination of campaign materials;
2. Distributing political materials;
3. Distributing or otherwise seeking signatures on petitions of any kind;
4. Posting political materials; and
5. Discussing political matters with students, in the classroom, in other than circumstances appropriate to the frameworks and/or the curricular goals and objectives of the class.

Date Adopted: May 13, 2004

Last Revised: June 22, 2006

### 3.25 CERTIFIED 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. 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 (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer

the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten (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.

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 superintendent. 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 multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

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.

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

Date Adopted: May 13, 2004

Last Revised: June 9, 2005

Last Revised: May 14, 2020

Last Revised: May 16, 2023

### 3.25F LEVEL TWO GRIEVANCE FORM

<b>Name:</b>
<b>Date Submitted to Supervisor:</b>
<b>Personnel Policy grievance is based upon:</b>

<b>Grievance (be specific)</b>

<b>What would resolve your grievance?</b>

<b>Supervisor's Response</b>
<b>Date submitted to recipient:</b>

Date Adopted: May 13, 2004

### 3.26 LICENSED PERSONNEL SEXUAL HARASSMENT

The Greenwood 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;
- 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; or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;
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
  - c. Constitutes:
  - d. Sexual assault;
  - e. Dating violence
  - f. Domestic violence; or
  - g. 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 make available 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) 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)<sup>3</sup> 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.

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-maker<sup>5</sup> 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.

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 Leave**

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 not<sup>7</sup> 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.

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: May 13, 2004

Last Revised: June 14, 2018

Last Revised: October 8, 2020

Last Revised: April 14, 2022

### **3.27 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 faculty supervision of students throughout the school day and at extracurricular activities. Such supervision shall be conducted in compliance with Act 1398 of 2003.

Date Adopted: May 13, 2004

Last Revised:

### **3.28 COMPUTER USE POLICY**

Certified personnel of Greenwood School District who are allowed to use school owned computers and/or given internet access shall use this technology for school-related purposes, and/or administratively-authorized purposes in order to perform their job responsibilities during the instructional day. All other uses, including personal email, shall be confined to non-instructional times. The certified personnel should have no right to an expectation of privacy in regard to his/her use of internet or e-mail on school owned computers. No text, image, movie, or sound that contains pornography, profanity, or obscenity shall be allowed. The district shall establish and maintain technology protection measures on all public computers which blocks or filters internet access to visual depictions that are obscene, pornographic, or harmful to minors. Any certified personnel who inadvertently find such on his/her computer shall notify the building administrator immediately, and fill out the required documentation noting accessing of an unauthorized site. District Personnel will educate minors about appropriate online behavior, including interacting with other individuals on social networking websites, chat rooms, electronic mail and cyberbullying awareness and response.

Violation of this policy may result in disciplinary action which ranges from verbal reprimand to non-renewal.

Legal References:      20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554)  
                                 A.C.A. § 6-21-107  
                                 A.C.A. § 6-21-111  
                                 FCC-11-125A1 CIPA Order

Date Adopted: May 13, 2004

Last Revised: April 12, 2012

### 3.28F EMPLOYEE INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Greenwood School District agrees to allow the certified personnel identified above ("Certified personnel") to use the district's technology to access the Internet under the following terms and conditions:

1. **Conditional Privilege:** The Certified personnel's use of the district's access to the Internet is a privilege conditioned on the certified personnel's abiding by this agreement.
2. **Acceptable Use:** The Certified personnel agree 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 certified personnel to enable them to better perform their job responsibilities. Under no circumstances shall a certified personnel'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 Certified personnel violates this agreement and misuses the Internet, the certified personnel 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;
  - e. wasteful use of limited resources provided by the school, including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which 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;
  - 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; or
  - t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the 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 technology director or his/her designee.
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 Certified personnel signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the certified personnel may have for such use. The Certified personnel agrees that the district may monitor the Certified personnel's use of the District's Internet Access and may also examine all system activities the Certified personnel participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
7. **Signature:** The Certified personnel, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Certified Personnel's Signature: \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: May 13, 2004

Last Revised: June 9, 2005

Last Revised:

3.29 CERTIFIED PERSONNEL SCHOOL CALENDAR

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

2023-2024

Staff Work Day	Friday, August 11
First Day of School	Monday, August 14
Labor Day	Monday, September 4
Parent Teacher Conferences	Thursday, October 19
Fall Break	Friday, October 20
Professional Development (no students)	Monday, October 23
Thanksgiving Break	Monday - Friday, November 20-24
End of 1 <sup>st</sup> Semester	Friday, December 15
Christmas Break	Monday-Monday, December 18- January 1
Professional Development (no students)	Tuesday, January 2
Beginning of 2 <sup>nd</sup> Semester	Wednesday, January 3
Martin Luther King Day	Monday, January 15
Parent Teacher Conferences	Thursday, February 22
Winter Break	Friday, February 23
Professional Development (no students)	Monday, February 26
Spring Break	Monday - Friday, March 18-22
Memorial Day	Friday, May 26
End of Second Semester/Last Day of School (no snow)	Tuesday, May 28
Last Day of School (includes 5 snow days)	Tuesday, June 4

1st semester	82 days
2nd semester	96 days
Student Interaction Days	178 Days

Adopted by the Greenwood Board of Education on February 12, 2023

### **3.30 PARENT-TEACHER CONFERENCES**

Certified staffs of Greenwood School District are required to communicate personally with the parent(s) or guardians(s) of each student during the school year to discuss the student's academic progress. Conferences are to be scheduled at least once a semester and more frequently if the student is not performing at the level expected for their grade. All K-6 teachers will meet with the parent(s) or guardian(s) at least once a semester through a parent/teacher conference, telephone conference, or a home visit. Teachers of students in grades 7-12 will attempt to meet with the parent(s) or guardian(s) of each student at least once a semester through a parent/teacher conference, telephone conference, or a home visit. The school shall document participation or non-participation in required conferences. Conferences shall be scheduled at a time and place to best accommodate those participating in the conference.

If a student is to be retained at any grade level or denied credit, notice of retention and the reasons for the retention shall be communicated promptly in a personal conference.

Legal Reference:       State Board of Education Standards of Accreditation 12.04.1  
                              A.C.A. 6-15-160(b)(3)(c)

Date Adopted: May 13, 2004

Last Revised: June 11, 2015

### 3.31 DRUG-FREE WORKPLACE – CERTIFIED 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.

Agencies in the Greenwood School District area available for drug/alcohol counseling or drug/alcohol rehabilitation include:

ALCOHOLICS ANONYMOUS INTER-GROUP	479-783-0123
GATEWAY HOUSE, INC.	866-720-3784
VALLEY BEHAVIORIAL	866-608-3931
NARCOTICS ANONYMOUS	479-883-5479
WESTERN ARKANSAS COUNSELING & GUIDANCE	479-452-6650
HORIZON TREATMENT CENTER	479-478-6664

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district 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 workers' compensation benefits in accordance with policy.

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, alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent immediately.

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

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

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

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

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

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

- 1) A final disciplinary action taken against an employee resulting from the diversion, misuse, or abuse of illicit drugs or controlled substances; or

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

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

- 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 Reference: 41U.S.C.§ 8101,8103, and 8104

A.C.A. § 17-80-117

A.C.A § 11-9-102

Date Adopted: May 13, 2004

Last Revised: June 12, 2008

Last Revised: June 11, 2015

### **3.31F DRUG-FREE WORKPLACE CERTIFIED PERSONNEL FORM**

As certified personnel of Greenwood School District, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol while working on any Greenwood School District property or engaging in any school-related function.

I also certify that I have received materials informing me regarding:

- 1) The dangers of drug and alcohol abuse in the workplace and schools.
- 2) The district's policy of maintaining a drug- and alcohol-free workplace and schools.

- 3) Drug and alcohol counseling and rehabilitation assistance programs available in this area.
- 4) The penalties that may be imposed by the district upon certified personnel for drug and alcohol abuse violations in the workplace and schools.

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Signature of Certified Personnel

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Social Security Number

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Work Location

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Date Signed

Date Adopted: May 13, 2004

Last Revised:

### **3.32 LICENSED PERSONNEL FAMILY MEDICAL LEAVE ACT**

The Family and Medical Leave Act (FMLA) leave offers job protection for what 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 Family Medical Leave Act provides up to 12 work weeks (or in some cases 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**

##### **Definitions:**

**Eligible Employee:** is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

**FMLA:** is the Family Medical Leave Act

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

**Instructional Employee:** is 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, nor does it include administrators, counselors, librarians, psychologists, or 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 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Year:** A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1-5.

##### **Leave Eligibility**

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



1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member 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 husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

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

If the circumstances for the leave do not 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.

#### **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.

#### **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 3.51, 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 which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

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

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

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks during FMLA leave of their 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.

Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher's former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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, which 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 determined 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 not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. 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 delay the FMLA coverage of such leave until 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 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 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, telegraph, fax, 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;

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

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

No second or third opinion on recertification may be required.

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

#### **Substitution of Paid Leave**

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

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

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

#### **Return to Work**

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

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

#### **Failure to Return to Work**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their 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 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 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 for which the employee is qualified and which 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 non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which 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.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

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

If the employee chooses to transfer to an alternative position it 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.

An eligible instructional employee who needs intermittent leave or leave on a reduced leave schedule for reasons 3 or 4 above may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent or less of the total number of working days over the period of the leave would extend.

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

In any of the following scenarios, if the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The required non-FMLA leave will not be considered excessive absenteeism.

**Leave more than 5 weeks prior to end of the semester**

If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than 5 weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if

- A. the leave is of at least 3 weeks duration; and
- B. the return to employment would occur during the 3-week period before the end of the semester.

**Leave less than 5 weeks prior to end of the semester**

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

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

**Leave less than 3 weeks prior to end of the semester**

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

**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 that different than those in Section One are included under the respective reason for leave. Definitions that are the same as in Section One are NOT repeated in this Section.

**QUALIFYING EXIGENCY**

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

**Definitions:**

**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.

### **Certification**

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

**Leave taken by an eligible instructional employee more than 5 weeks prior to end of the semester** If an eligible, instructional employee begins leave due to any qualifying exigency more than 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- A. the leave is of at least 3 weeks duration; and
- B. the return to employment would occur during the 3-week period before the end of the semester.

If the District chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

### **SERIOUS ILLNESS**

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

#### **Definitions:**

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 service member: is a covered service member's biological adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. 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
- B. render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and
- C. 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

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 service member and ends 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 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12-month period could only take a total of 10 weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 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 service member with a serious illness or injury.

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12-month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.



### **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide 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 service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. 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 delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than 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 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 service member 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, telegraph, fax, 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 service member 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 service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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 service member 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 service member with a serious illness or injury that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced

leave to an alternative position for which the employee is qualified and which 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. Specifically, upon returning from FMLA leave, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either

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

If the employee chooses to transfer to an alternative position it 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. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances the required the need for the leave.

An eligible instructional employee, who needs intermittent leave or leave on a reduced leave schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury, may not be transferred to an alternative position during the period of the employee's intermittent or reduced leave schedule if, based on the foreseeable planned medical treatment, the employee would be on leave for 20 percent or less of the total number of working days over the period the leave would extend.

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

In any of the following scenarios, if the district chooses to require the eligible, instructional employee to stay on leave until the end of the semester, only the portion of the leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The excess non-FMLA leave will not be considered excessive absenteeism.

#### **Leave more than 5 weeks prior to end of the semester**

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- a. the leave is of at least 3 weeks duration; and
- b. the return to employment would occur during the 3-week period before the end of the semester.

#### **Leave less than 5 weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if

- a. the leave is of greater than 2 weeks duration; and
- b. the return to employment would occur during the 2-week period before the end of the semester.

**Leave less than 3 weeks prior to end of the semester**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences 3 weeks prior to the end of the semester and the duration of the leave is greater than 5 working days, the District may require the employee to continue to take leave until the end of the semester.

Legal References:        29 U.S.C. §§ 2601 et seq.  
                                 29 C.F.R. § part 825

Date Adopted:

Last Revised: June 14, 2012

Last Revised: April 10, 2014

Last Revised: May 14, 2020

### **3.33 TEACHING ASSIGNMENTS AND TRANSFERS**

To assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates of their major or minor field of study.

Any certified teacher or administrator in the Greenwood District may request transfer to another grade level or subject matter field (in which certified) at any time. This should be done in writing by sending a letter to the Superintendent to request the transfer. There is no requirement that a position be vacant when the request is made.

A request for transfer in no way guarantees that a particular position will be acquired, but consideration shall be given to qualified teachers already employed by the Board of Education if their qualifications are substantially equal to those submitted by applicants new to the school district. Whenever possible, every effort will be made to satisfy personnel needs of the district and the desires of the teacher and/or administrator.

Although the administration and teaching staff recognize that some involuntary transfer of teachers from one school to another is unavoidable, they also recognize that frequent involuntary transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, to the extent possible, reassignment at the elementary and secondary school level shall be voluntary. Changes in assignment which are involuntary shall be to a comparable position, if possible, and shall not be made without a personal conference between the teacher involved and the building principal and/or Superintendent, as appropriate.

Date Adopted: May 13, 2004

Last Revised: June 9, 2011

### 3.36 LICENSED PERSONNEL DISMISSAL AND NON-RENEWAL

## Renewal

When determining whether to make a recommendation of renewal of an employee's contract to the District's Board of Directors, the superintendent, with input from the appropriate employee's supervisor, shall make the determination based upon the following, as applicable:

1. Effectiveness, including the employee's evaluations;
  2. Performance, including disciplinary infractions;
  3. Qualifications, including licensure areas, relevant education degrees, and the educator career continuum.
- Seniority shall be used in determining whether or not an employee shall be renewed only when determining whom to renew and all else is equal between the employees in question.

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent shall not recommend the renewal of the employee.

Following the superintendent's recommendation for renewal and approval by the Board, a copy of the next year's employment contract shall be provided to each employee.

## Termination

The superintendent is empowered to make a recommendation to terminate an employee's employment contract to the Board for an employee's violation of District policies; State or Federal laws; State Rules; or Federal regulations. If the superintendent determines that it is necessary to make a recommendation for termination, the superintendent shall provide the employee written notice of the superintendent's intention to recommend that the employee be terminated. The written notice may be mailed to the employee's address on file with the District, e-mailed to the employee's District provided e-mail address, or hand delivered to the employee. The written notice shall contain a statement:

- Of the grounds for the recommendation of termination that are set forth in separately numbered paragraphs;
- Of the date, time, and location when the superintendent's recommendation for termination shall be presented to the Board, which shall be no earlier than ten (10) days and no later than the next regular scheduled Board meeting following the ten (10) day period unless another date is agreed to in writing by the superintendent and the employee;
- That time shall be provided for the employee to provide a defense against the recommendation for termination at a hearing before the Board;
- That the hearing before the Board shall be open to the public; and
- That the superintendent shall present the reason for recommending termination of the employee to the Board in executive session should the employee choose not to attend the hearing or choose not to provide a defense at the hearing.

The superintendent shall provide the employee written notification of the Board's decision regarding the recommendation for termination as soon as possible by mail to the employee's address on file with the District, e-mail to the employee's District provided e-mail address, or hand delivery to the employee.

Legal References: A.C.A. § 6-13-636  
A.C.A. § 6-17-201  
A.C.A. § 6-17-301  
A.C.A. §6-17-407  
A.C.A. §§ 6-17-2801 et seq.

Date Adopted: May 13, 2004

Last Revised: June 22, 2006

Last Revised: April 10, 2014

Last Revised: May 16, 2023

### 3.38 CERTIFIED 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 3.25, is also a form of bullying, and/or

“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 (5<sup>th</sup>) 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. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal Reference:           A.C.A. § 6-18-514

Date Adopted: June 9, 2005

Last Revised: June 11, 2011

Last Revised: June 11, 2015

Last Revised: June 14, 2018

Last Revised: May 14, 2020

### 3.40 LICENSED 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 or by submitting a report through the online reporting system. 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<sup>1</sup>.

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 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 12, 2008

Last Revised: May 14, 2020

Last Revised: May 13, 2021

Last Revised: May 16, 2023

### 3.42 OBTAINING AND RELEASING STUDENT'S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION

#### Obtaining Eligibility Information

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

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

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

#### Releasing Eligibility Information

As part of the district's participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data's confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>2</sup> 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: May 14, 2020

Last Revised:

### **3.44 LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.32) when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will be charged for any paid leave accrued by the employee at the rate necessary to bring the total amount of combined income up to 100% of usual contracted daily rate of pay. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

Date Adopted: April 10, 2014

### **3.45 CERTIFIED ELECTRONIC COMMUNICATIONS and SOCIAL NETWORKING 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 are encouraged and can provide a place for teachers to post homework, keep parents up-to-date, and interact with students concerning school related activities. Social blogs are discouraged to the extent they involve teachers and students in a non-education oriented format.

### **Policy**

Technology used appropriately gives faculty new opportunities to engage students. District staff are encouraged to use educational technology, the Internet, and professional/education social networks to raise student achievement and to improve communication with parents and students. 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.

The Division of Elementary and Secondary Education (DESE) *Rules Governing the Code of Ethics for Arkansas Educators* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The School Board of Directors encourages all staff to read and become familiar with the Rules. Conduct in violation of the DESE *Rules Governing the Code of Ethics for Arkansas Educators*, including, but not limited to conduct relating to the inappropriate use of technology or online resources, may be reported to the Professional Licensure Standards Board (PLSB) and may form the basis for disciplinary action up to and including termination.

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 in class, 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 educate students, thus undermining the teacher’s effectiveness. In this way, the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff 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. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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.

Legal References:       A.C.A. § 11-2-124  
                                  DESE Rules Governing The Code Of Ethics For Arkansas Educators

Date Adopted: June 9, 2011

Last Revised: May 14, 2020



### **3.46 VACATION DAYS**

All twelve month certified personnel of the Greenwood School District shall receive one day of vacation for each month of the contract. Each vacation day will be credited to the certified personnel at the end of the month beginning with the first month of employment. At the end of the first month of employment, the certified personnel would be eligible for one day of vacation with a total of twelve to be accumulated during the employment year.

Certified personnel's vacation days must be scheduled with the immediate supervisor at least one week in advance. Certified personnel may take a maximum of ten (10) consecutive days of vacation. Days beyond the ten (10) day maximum would require permission of the Superintendent of schools. Certified personnel may take vacation time in no smaller portion than half-day increments.

Vacation days not used during the employment year may be carried over to the following year with a maximum of thirty (30) days accumulation. Days over thirty (30) must be used or lost.

Accumulated vacation days of certified personnel leaving the district will be paid at the daily rate of the certified personnel's pay.

Date Adopted: May 13, 2004

Last Revised:

### **3.48 LICENSED PERSONNEL WEAPONS ON CAMPUS**

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 school resource officer, auxiliary / reserve officer, Arkansas Game and Fish Officer, registered commissioned security guard, Arkansas State or Federal Commissioned Law Enforcement Officer active or retired in good standing, 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**

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

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: April 10, 2014

Last Revised: June 11, 2015

Last Revised: September 13, 2018

Last Revised: May 14, 2020

### **3.50 ADMINISTRATOR EVALUATOR CERTIFICATION**

The Superintendent or designee shall determine and notify in writing by August 31 of any current or prior contract year those currently employed administrators who will be responsible for conducting Teacher Excellence Support System (hereinafter TESS) evaluations. All currently employed administrators so notified shall have until December 31 of the contract year to successfully complete all training and certification requirements for evaluators as set forth by the Arkansas Department of Education. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year.

#### **Newly Hired or Promoted Administrators**

All newly hired or newly promoted administrators, as a term and condition of their acceptance of their contract of employment for their administrative position, are required to obtain and maintain evaluator certification for TESS on or before December 31 of the initial administrative contract year, unless they are explicitly excused from such a contractual requirement by board action at the time of the hire or promotion. It shall constitute just and reasonable cause for nonrenewal of the contract of employment for any newly hired or newly promoted administrator who is required to obtain and maintain TESS evaluator certification, as a term and condition of employment, to fail to do so by December 31 of any contract year.

Legal Reference:           Arkansas Department of Education Rules Governing The Teacher Excellence and Support System  
4.05

Date Adopted: April 10, 2014  
Last Revised:

### **3.51 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 Reference:       A.C.A. § 6-19-120

Date Adopted: May 13, 2004

Last Revised: April 10, 2014

Last Revised: May 14, 2020

### **3.52 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 substantial monetary value from contractors, potential contractors, or parties to sub-agreements.

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

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

Legal References:       A.C.A. § 6-24-101 et seq.  
                              Arkansas Department of Education Rules Governing the Ethical Guidelines  
                              And Prohibitions For Educational Administrators, Employees, Board  
                              Members And Other Parties  
                              Commissioner's Memo FIN 09-036  
                              Commissioner's Memo FIN-10-048  
                              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: May 12, 2016

### **3.53 LICENSED 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 of the employee's classified contract.

Date Adopted:

Last Revised: April 10, 2014

### **3.54 VOLUNTARY TEACHING DURING PLANNING PERIOD AND/OR OF MORE THAN THE MAXIMUM NUMBER OF STUDENTS PER DAY**

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may enter into an agreement with the District to teach:

- 1) An additional class in place of a planning period; and/or
- 2) More than one hundred fifty (150) students per day.

A teacher who agrees to teach more than the maximum number of students per day is still bound by the maximum number of students per class period in the Standards for Accreditation and the Division of Elementary and Secondary Education (DESE) Rules Governing Class Size and Teaching Load. A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher may not teach more than the maximum number of students per day as set in the Standards and the DESE rules for teachers of fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade without receiving additional compensation unless the course being taught is one that meets the definition of a course that lends itself to large group instruction.

A fifth (5<sup>th</sup>) through twelfth (12<sup>th</sup>) grade teacher who enters into an agreement with the District shall receive compensation based on the teacher's:

- a) Hourly rate of pay for the loss of a planning period; and/or
- b) Basic contract that is pro-rated for every additional student they teach over the maximum number of students permitted per day.

A teacher who wishes to enter into an agreement for numbers 1, 2, or both above must sign an agreement with the District prior to the teacher giving up his/her planning period or teaching more than the maximum number of students per day. A teacher shall not be eligible to receive compensation until after the agreement has been signed. The maximum length of the signed agreement between the teacher and the District shall be for the semester the agreement is signed.

Neither the District nor the teacher are obligated to:

- Enter into an agreement;
- Renew an agreement; or
- Continue an agreement past the semester in which the agreement is signed.

Legal References:       A.C.A. § 6-17-812  
                                  DESE Rules Governing Class Size and Teaching Load

Date Adopted: June 11, 2015

Last Revised: May 12, 2016

Last Revised: September 13, 2018

Last Revised: May 14, 2020

Last Revised: May 16, 2023

### **3.56 SCHOOL BUSINESS AND EDUCATIONAL CONSULTANT LEAVE**

No deductions shall be made in salary when the certified personnel are absent due to authorized school business or professional meetings. In the event a substitute is needed during such absences, the district shall pay the substitute's salary. The superintendent of schools will make the final determination of employees to attend educational meetings without loss of pay. Budget limits must be taken into consideration on all requests.

Requests coming to the school administration from other districts for Greenwood staff members to serve as consultants shall be honored on a limited basis. Certified personnel participating shall receive the consultant fee or their school pay, whichever is greater.

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

Date Adopted: May 13, 2004

Last Revised:



### **3.57 PAYMENT FOR UNUSED SICK LEAVE**

#### **EXCESS SICK LEAVE**

At the beginning of a new contract year, each certified personnel shall be credited with as many additional days as their contract allows. Any certified personnel who would have a balance above their one hundred twenty (120) sick leave days shall have the balance reimbursed to them at the rate of certified substitute pay. Such payments would occur at the time each certified personnel receives his first check of the new year. Teacher retirement deductions are applicable to payment of unused sick leave.

#### **RETIREMENT**

Upon retirement, the certified personnel shall be eligible to be paid for accumulated sick leave up to one hundred twenty (120) days at the current certified substitute pay.

Only those certified personnel who have a minimum of ten (10) years of service in the Greenwood Schools shall be eligible for the above payment. The payment will be made upon proof of retirement from the Arkansas Teacher Retirement System.

#### **EMPLOYEE DEATH BENEFIT**

Full pay for any accumulated sick leave days will be made to a certified personnel's estate if said certified personnel dies while under contract to Greenwood Schools and if said certified personnel has been employed by the School for a minimum of ten (10) years. A full day's pay will be allowed for each regular day of sick leave accumulated, with a maximum of ninety (90) days allowed.

Legal Reference:       A.C.A. § 6-17-1306

Date Adopted: May 13, 2004

Last Revised: May 11, 2017

Last Revised: June 14, 2018

### **3.58 TRANSFER OR DONATION OF SICK LEAVE**

Whenever a school teacher employed by a school district in this state shall leave said school district and accept employment in another school district in this state, said teacher shall be granted credit by such new school district for any unused sick leave accumulated by said teacher in the former school district, but not to exceed a maximum of ninety (90) days. Said accumulated and unused sick leave credit shall be granted to the employee upon furnishing proof in writing thereof from the school district of former employment of the teacher.

Certified personnel of Greenwood School District who have exhausted both their sick leave days and the five hardship days may request other employees to donate sick leave to their account. The request for donated days must first take place in the building where the employee works, and then may be expanded to other buildings if necessary. When a request is made for donated days, the request must specify the number of days being requested and must be based upon days actually missed. Employees receiving donated days may not end the year with any sick leave days accredited to their account. The employee, working with the building administrator, shall fill out the Sick Leave Donated Days Form, and employees wishing to donate must sign the form and state the number of days they would like to donate. Days being given by employees to the requester will be credited to his/her sick leave account in the order reflected on the Donated Days Form.

For school employees who are pregnant that have exhausted both sick leave and hardship sick leave days, donated sick leave days may be solicited. Beginning with the date of delivery the employee may solicit up to twenty-five (25) days of donated sick leave. Any portion of sick leave that has not been used at the date of delivery must first be used along with the five (5) hardship sick leave days prior to seeking donated days. Donated days may be solicited only for the remaining portion of the twenty-five (25) days not covered by regular sick leave or hardship sick leave days.

Certified personnel who leave the district that still have unused sick leave may transfer those days to any other district within the state, or may donate those days to the district sick leave bank, or may choose to have the district hold those days to be transferred or used at a later date.

District personnel of the Greenwood School District who are married to an individual who is also an employee of the Greenwood School District may transfer his/her own sick leave days to his/her spouse under the following circumstances:

- c. The receiving spouse has exhausted his/her accumulated sick leave days
- d. The transferring spouse has an accumulation of one or more sick leave days
- e. The transferring spouse shall complete a transfer of sick leave form requesting the transfer. This form is to be turned into the building principal. The transferred sick days are not to exceed the balance of the transferring spouse.
- f. Upon accepting another teaching position in another public school district in Arkansas, the employee shall not be eligible to be paid for accumulated sick leave, but may transfer up to ninety (90) days to the new employing school district.

Date Adopted: May 13, 2004

Last Revised: March 9, 2006

### **3.59 SCHOOL BUSINESS AND EDUCATIONAL CONSULTANT LEAVE**

No deductions shall be made in salary when the certified personnel are absent due to authorized school business or professional meetings. In the event a substitute is needed during such absences, the district shall pay the substitute's salary. The superintendent of schools will make the final determination of employees to attend educational meetings without loss of pay. Budget limits must be taken into consideration on all requests.

Requests coming to the school administration from other districts for Greenwood staff members to serve as consultants shall be honored on a limited basis. Certified personnel participating shall receive the consultant fee or their school pay, whichever is greater.

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

Date Adopted: May 13, 2004

Last Revised:

### **3.60 LICENSED PERSONNEL NAME, TITLE, OR PRONOUN**

Unless a District employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a District employee shall not address a student with a:

1. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
2. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

- a. Name other than that listed on the person's birth certificate, except for a derivative of the name; or
- b. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Date Adopted: May 16, 2023

### **3.61 DRIVES IN SCHOOL**

No solicitation of funds, money-making activities, circulation of petitions, or drives, may be conducted in any school without the express consent and approval of the school principal.

Date Adopted: May 13, 2004

Last Revised:

### **3.62 CERTIFIED PERSONNEL SPONSORED ACTIVITY POLICY**

Certified Personnel of the Greenwood School District who wish to sponsor an activity using school facilities or equipment which will generate personal income must comply with the following guidelines:

- g. Apply for approval of the activity through the building principal of the facilities/students which would be involved. Fees for the activity must be approved before the activity is advertised.
- h. Application forms must be completed and returned to the principal two weeks prior to the activity.
- i. School Activity Insurance will provide secondary coverage for participants who are students in the Greenwood School System. Out-of-district students will be required to provide proof of insurance or take out supplemental coverage at their own expense.
- j. Sponsor of activity is responsible for all moneys associated with the activity, payment of all bills, and distribution of all profits.
- k. All income generated by the activity must be properly receipted.
- l. A post-activity report must be filed with the principal detailing all income, expenses, and profits.
- m. Ten (10) percent of the gross income must be given to the school for the use of facilities/equipment.

Date Adopted: May 13, 2004

Last Revised:

### **3.63 EXTENDED SUBSTITUTE TEACHER PAY**

When the certified or four-year degreed substitute has substituted for ten (10) consecutive days for the same instructor, beginning on the eleventh day pay will be doubled. When the non-certified or non-degreed person has substituted for ten (10) consecutive days for the same instructor, beginning on the eleventh day pay shall be increased by ten (10) dollars.

Date Adopted: May 13, 2004

Last Revised:

### **3.64 EXTRACURRICULAR STIPEND**

The Greenwood Board of Education and administration recognize that the Greenwood School District has many outstanding certified personnel who go beyond the call of duty to meet the needs of our students. In many instances, certified personnel will dedicate a great amount of time and effort without compensation.

The Greenwood School District will make available a stipend to its certified personnel for the time that is spent beyond what is expected as a token of the appreciation for that certified personnel and his or her dedication. The stipend will be in the amount of \$100.00 per half day or \$200.00 per full day and will be awarded based on the following criteria:

- c) The time spent shall be in direct supervision of students and shall occur during a day school is not in session.
- d) The certified personnel requesting the stipend shall not be receiving an index to his or her salary which would in any way relate to the activity the stipend is for.
- e) The certified personnel will make a request in writing with his or her building principal at least ten (10) days prior to the day of the activity in which a stipend is being requested. The request should state the nature of the activity, number of students attending, place of the activity, and the time the activity is expected to begin and end. A committee consisting of the building principals will make a decision as to whether the request for a stipend will be honored, and the certified personnel will be notified prior to the day of the activity.

Date Adopted: May 13, 2004

Last Revised: June 14, 2012

Last Revised: June 14, 2018



### **3.65 RESIGNATIONS**

All resignations should be in letter form, addressed to the Superintendent of schools. Resignations during the school year should be announced in advance, as much as possible.

When teachers resign from the school system before the close of the year, the principal will be responsible for seeing that all records and other necessary items are turned in to him or her, the same as is required of all the other teachers at the end of the school year. All pupils' progress records, grades, etc., shall be completed. The teacher's pay check will be held until the principal has certified that the teacher's work has been satisfactorily completed. Adjustment will be made in the final check to compensate for any extra pay received prior to the resignation.

Date Adopted: May 13, 2004

Last Revised:

### **3.66 WORKING HOURS**

Teachers' arrival and departure times at school will be determined by the building principal based upon the student day set at that building. Teachers will be required to be present at their designated building the same number of minute's district wide.

Date Adopted: May 13, 2004

Last Revised:

### **3.67 HARDSHIP DAYS**

Certified personnel of the Greenwood Schools who should have an extreme illness or severe illness or death in the immediate family, but have no sick leave to their credit, shall be eligible for "hardship days," but for no longer than a period of five (5) days per year.

An "extreme illness" shall be an illness that calls for hospitalization, direct doctor supervision, or severe illness of an immediate family member. Also, these days shall apply to a death of an immediate family member.

These days shall not be accumulative.

These days shall be cleared through the office of the certified personnel's immediate supervisor.

When "hardship days" are used, the base cost of a substitute's pay shall be withheld from the certified personnel's check.

Certified cost per day will reflect the actual cost of the substitute. Substitute pay will be deducted regardless of whether a substitute is hired or not.

Date Adopted: May 13, 2004

Last Revised:

### **3.68 STAFF POSITIONS AND VACANCIES**

Notifications of and information concerning new positions and staff vacancies not filled by transfer shall be posted on the district website at the time the vacancy occurs or when a new position is established.

Date Adopted: May 13, 2004

Last Revised: June 9, 2011

### **3.69 BACKGROUND CHECKS FOR CERTIFIED EMPLOYEES**

All Certified personnel newly hired by the Greenwood School District are required by state law to successfully pass appropriate background checks as a condition for employment. These shall include an Arkansas State Police and FBI criminal background check and clearance from the Arkansas Child Maltreatment Registry.

It is the policy of Greenwood School District for the new certified employee to pay for the required record checks when entering the school district. All future Criminal record checks of the certified employee will be paid for by the State of Arkansas or the Greenwood School District.

Date Adopted: May 13, 2004

Last Revised: June 12, 2008

### **3.70 CERTIFIED PERSONNEL PLANNING TIME**

A master schedule shall be created by the building level principal / or designee indicating when each teacher's planning period and scheduled lunch period will be. Planning time is for the purpose of scheduling conferences, instructional planning, and preparation. Each teacher will have the ability to schedule these activities during his/her designated planning time. Teachers may not leave campus during their planning time without prior permission from their building level supervisor.

The planning time shall be in increments of not less than forty (40) minutes and shall occur during the student instructional day unless a teacher requests, in writing, to have his/her planning time occur outside of the student instructional day. For the purposes of this policy, the student instructional day means the time that students are required to be present at school.

Date Adopted: May 13, 2004

Last Revised: June 22, 2006

### **3.71 TUITION REIMBURSEMENT**

Greenwood School District will pay or reimburse tuition with superintendent approval to get additional hours under the following conditions:

- If a teacher is hired to teach special education and is not certified, the district will pay up to \$1000 per year for tuition and/or books.
- If a teacher is currently under contract and is requested by the administration to get additional hours, the district will pay all expenses i.e. tuition, books, Praxis Exams.
- The teacher voluntarily agrees to get additional hours and will not be penalized if they choose not to get additional hours as requested by the administration.

Teachers must provide invoice, proof of payment, transcripts and/or score reports.

Legal References:      A.C.A. § 6-17-201, 202, 1001, 1002  
                                 A.C.A. § 6-20-319 (4)

Date Adopted: May 13, 2004

Last Revised: June 14, 2007

Last Revised: April 10, 2014

### 3.71F TUITION REIMBURSEMENT FORM

The teacher requesting tuition reimbursement must have tuition receipts and transcripts attached to this form and turned in to the Assistant Superintendent for Personnel.

Teacher Name: \_\_\_\_\_ Social Security # \_\_\_\_\_

Grade level of teaching assignment: \_\_\_\_\_

Year teacher began work under an ALP: \_\_\_\_\_

Final year of teacher eligibility under ALP: \_\_\_\_\_

Hours toward certification completed: \_\_\_\_\_ (inclusive of this documentation)

Hours still lacking in order to receive certification: \_\_\_\_\_

Coursework completed at the following University(s) \_\_\_\_\_

Total amount of reimbursement requested \_\_\_\_\_

\_\_\_\_\_  
Teacher Signature

Date: \_\_\_\_\_

Documentation approved \_\_\_\_\_ Documentation insufficient \_\_\_\_\_

\_\_\_\_\_  
Assistant Superintendent Signature

Date: \_\_\_\_\_

Approved for payment \_\_\_\_\_ Not approved for payment \_\_\_\_\_

\_\_\_\_\_  
**Superintendent**

Date: \_\_\_\_\_



### 3.72 LICENSED PERSONNEL HEALTH CARE COVERAGE REPORTING

#### Definitions

"ACA" is the Affordable Care Act

"Full-time employee" means a licensed employee who is normally expected to work at least nine hundred (900) hours a year.

"Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.

"Tax Identification Number (TIN)" means an individual's social security account number.

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 ADE 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.

#### TIN Reporting

All licensed employees are required to complete and return 3.52F-Health Care Coverage and TIN Report Form by no later than October 1 of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 3.52F-Health Care Coverage and TIN Report Form by October 1 shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

#### Statement of Return

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee's health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee's health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F-Electronic Receipt of Statements Consent Form.

Legal References:      A.C.A. § 6-17-1111  
                                 26 U.S.C. § 6055  
                                 26 U.S.C. § 6056  
                                 26 U.S.C. § 6109

Date Adopted: April 10, 2014

Last Updated:

### 3.73F LICENSED PERSONNEL HEALTH CARE COVERAGE & TIN REPORT FORM

The District requires all licensed employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

#### Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

#### Health Insurance Information

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

TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Please select the box that most accurately describes your health insurance coverage for the **current year**:

\_\_\_\_\_ Neither I nor any of my dependents received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

\_\_\_\_\_ I alone received health insurance through one of the District's health insurance plans during the **current calendar year**. (Employee only coverage through the District)

\_\_\_\_\_ Both I and my dependent(s) received health insurance through a District's family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

Dependent 1:

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 2:

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 3:

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Dependent 4:

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted: April 10, 2014

**NONCERTIFIED  
PERSONNEL**

## **8.00 CLASSIFIED PERSONNEL POLICY COMMITTEE**

### **Membership**

The membership of the classified personnel policy committee (PPC) shall be:

3. At least one (1) nonmanagement classified representative from each of the following classifications:
  - a. Maintenance, operation, and custodians;
  - b. Transportation;
  - c. Food service;
  - d. Secretary and clerk; and
  - e. Aides and paraprofessionals.
4. At least one (1) non-management individual to represent the group of All other job classifications of classified employees not identified in A-E above; and
5. Up to three (3)<sup>2</sup> administrators appointed by the superintendent, which may include the superintendent.

### **Election of Non-management Members**

The non-management members of the PPC shall be elected as follows:

The election for the non-management members of the PPC shall be conducted by the PPC by October 15 of each year. The election shall be conducted with the use of a secret ballot. A non-management employee may cast a ballot to vote for the candidate(s) the non-management employee is eligible to vote for. The candidate who receives the highest number of votes shall be declared the winner.

If an election to fill positions on the PPC is not conducted by October 15, the Board of Directors may appoint an individual to fill the position that was up for election.

### **Length of Term**

The length of term for non-management members of the PPC shall be 5 years. Terms of non-management members shall be staggered so that, to the extent possible, an equal number of non-management members are elected each year. If an election is held due to a vacancy on the PPC, the individual elected to fill the vacancy shall be elected to the remainder of the unexpired term.

### **Selection of Officers**

The PPC shall organize itself in the first quarter of each school year and elect a chair and a secretary.

### **Meetings**

The PPC shall develop a calendar of regularly scheduled meetings throughout the year to review the District's personnel policies in order to:

- I. Determine whether additional policies or amendments to existing policies are needed;
- II. Review any policies or changes to policies proposed by the board of directors;
- III. Propose additional policies or amendments to the board of directors; and
- IV. Review any proposed distribution of a salary underpayment from previous years.

The PPC shall hold special meetings throughout the year as necessary to review personnel policy proposals from the Board.

A majority of the members of the PPC shall constitute a quorum for conducting business. The adoption of any motion shall require an affirmative vote by a majority of the members of the PPC.

The personnel policy review process shall be in accordance with Policy 1.9.

Members of the PPC are not entitled to and shall not receive additional pay for their service on the PPC or for attendance at PPC meetings.

### **Recording of Meetings**

All PPC meetings shall be audio recorded. The recording may be paused in order to protect confidential employee or student information. The PPC chair shall announce for the recording the reason the PPC is pausing the recording prior to pausing the recording.

### **Information Posted to District Website**

The following information shall be posted to the District website:

- Positions that are up for election to the PPC;
- Names of candidates running for each position;
- Information regarding the conduction of the election;
- Results of the election; and
- Minutes of each PPC meeting.

Cross Reference: 1.9—POLICY FORMULATION

Legal Reference: A.C.A. § 6-17-2301 et seq.

Date Adopted: May 16, 2023

Last Revised:

8.1 NONCERTIFIED PERSONNEL SALARY SCHEDULES

**Greenwood School District LEA #6602**  
**Salary Schedule**  
**2023-2024**

<b>Base</b>	\$	44,376	\$	42,111	\$	39,616
<b>Yrs.</b>	\$	250	\$	250	\$	250

Yrs	Central Office Admin. Asst. II		Central Office Admin. Asst. I		HS Principal Admin. Asst.	
	240 Days		240 Days		240 Days	
	\$250 Increment		\$250 Increment		\$250 Increment	
0	\$	44,376	\$	42,111	\$	39,616
1	\$	44,626	\$	42,361	\$	39,866
2	\$	44,876	\$	42,611	\$	40,116
3	\$	45,126	\$	42,861	\$	40,366
4	\$	45,376	\$	43,111	\$	40,616
5	\$	45,626	\$	43,361	\$	40,866
6	\$	45,876	\$	43,611	\$	41,116
7	\$	46,126	\$	43,861	\$	41,366
8	\$	46,376	\$	44,111	\$	41,616
9	\$	46,626	\$	44,361	\$	41,866
10	\$	46,876	\$	44,611	\$	42,116
11	\$	47,126	\$	44,861	\$	42,366
12	\$	47,376	\$	45,111	\$	42,616
13	\$	47,626	\$	45,361	\$	42,866
14	\$	47,876	\$	45,611	\$	43,116
15	\$	48,126	\$	45,861	\$	43,366
16	\$	48,376	\$	46,111	\$	43,616
17	\$	48,626	\$	46,361	\$	43,866
18	\$	48,876	\$	46,611	\$	44,116
19	\$	49,126	\$	46,861	\$	44,366
20	\$	49,376	\$	47,111	\$	44,616
21	\$	49,626	\$	47,361	\$	44,866
22	\$	49,876	\$	47,611	\$	45,116
23	\$	50,126	\$	47,861	\$	45,366
24	\$	50,376	\$	48,111	\$	45,616
25	\$	50,626	\$	48,361	\$	45,866
26	\$	50,876	\$	48,611	\$	46,116
27	\$	51,126	\$	48,861	\$	46,366
28	\$	51,376	\$	49,111	\$	46,616
29	\$	51,626	\$	49,361	\$	46,866
30	\$	51,876	\$	49,611	\$	47,116
31	\$	52,126	\$	49,861	\$	47,366
32	\$	52,376	\$	50,111	\$	47,616
33	\$	52,626	\$	50,361	\$	47,866
34	\$	52,876	\$	50,611	\$	48,116
35	\$	53,126	\$	50,861	\$	48,366
36	\$	53,376	\$	51,111	\$	48,616
37	\$	53,626	\$	51,361	\$	48,866

Approved May 16, 2023

**Greenwood School District LEA #6602**  
**Athletic Trainer**

## Salary Schedule 2023-2024

Base	\$	50,786
Yrs.	\$	250
<b>Athletic Trainer</b>		
<b>\$250 Increment</b>		
<b>240</b>		
<b>Years Exp.</b>	<b>Salary</b>	
0	\$	50,786
1	\$	51,036
2	\$	51,286
3	\$	51,536
4	\$	51,786
5	\$	52,036
6	\$	52,286
7	\$	52,536
8	\$	52,786
9	\$	53,036
10	\$	53,286
11	\$	53,536
12	\$	53,786
13	\$	54,036
14	\$	54,286
15	\$	54,536
16	\$	54,786
17	\$	55,036
18	\$	55,286
19	\$	55,536
20	\$	55,786
21	\$	56,036
22	\$	56,286
23	\$	56,536
24	\$	56,786
25	\$	57,036
26	\$	57,286
27	\$	57,536
28	\$	57,786
29	\$	58,036
30	\$	58,286
31	\$	58,536
32	\$	58,786
33	\$	59,036
34	\$	59,286
35	\$	59,536
36	\$	59,786
37	\$	60,036

Approved May 16, 2023

**Greenwood School District LEA #6602**  
**Cafeteria**  
**Salary Schedule**

**2023-2024**

**CAFETERIA STAFF 181 DAY CONTRACT**

**MANAGER**

	Hourly Rate
0-4 Years	\$19.22
5-9 Years	\$19.42
10-14 Years	\$19.62
15 Years & Up	\$19.82

**CASHIER**

0-4 Years	\$13.68
5-9 Years	\$13.88
10-14 Years	\$14.08
15 Years & Up	\$14.28

**COOK**

0-4 Years	\$13.65
5-9 Years	\$13.85
10-14 Years	\$14.05
15 Years & Up	\$14.25

**SUBSTITUE**

State Minimum Wage

Approved May 16, 2023



Greenwood School District LEA #6602

CLASSIFIED

Salary Schedule

2023-2024

Base	\$	59,444	\$	73,856
Yrs.	\$	300	\$	300

DISTRICT TREASURER- BOOKKEEPER			OPERATIONS & SECURITY	
Yrs	\$300 Increment		\$300 Increment	
0	\$	59,444	\$	73,856
1	\$	59,744	\$	74,156
2	\$	60,044	\$	74,456
3	\$	60,344	\$	74,756
4	\$	60,644	\$	75,056
5	\$	60,944	\$	75,356
6	\$	61,244	\$	75,656
7	\$	61,544	\$	75,956
8	\$	61,844	\$	76,256
9	\$	62,144	\$	76,556
10	\$	62,444	\$	76,856
11	\$	62,744	\$	77,156
12	\$	63,044	\$	77,456
13	\$	63,344	\$	77,756
14	\$	63,644	\$	78,056
15	\$	63,944	\$	78,356
16	\$	64,244	\$	78,656
17	\$	64,544	\$	78,956
18	\$	64,844	\$	79,256
19	\$	65,144	\$	79,556
20	\$	65,444	\$	79,856
21	\$	65,744	\$	80,156
22	\$	66,044	\$	80,456
23	\$	66,344	\$	80,756
24	\$	66,644	\$	81,056
25	\$	66,944	\$	81,356
26	\$	67,244	\$	81,656
27	\$	67,544	\$	81,956
28	\$	67,844	\$	82,256
29	\$	68,144	\$	82,556
30	\$	68,444	\$	82,856
31	\$	68,744	\$	83,156
32	\$	69,044	\$	83,456
33	\$	69,344	\$	83,756
34	\$	69,644	\$	84,056
35	\$	69,944	\$	84,356
36	\$	70,244	\$	84,656
37	\$	70,544	\$	84,956

Approved May 16, 2023

# Greenwood School District LEA #6602

## CLASSIFIED Salary Schedule 2023-2024

Base \$ 47,229  
Yrs. \$ 250

260 Days

### MAINTENANCE CUSTODIAL SUPERVISOR

### MAINTENANCE HOURLY

Yrs

\$250 Increment

0	\$	47,229		<b>LICENSED TRADES</b>
1	\$	47,479	0-4 Years	\$21.85
2	\$	47,729	5-9 Years	\$22.05
3	\$	47,979	10-14 Years	\$22.25
4	\$	48,229	15 Years & Up	\$22.45
5	\$	48,479		
6	\$	48,729		<b>HS DAY FOREMAN</b>
7	\$	48,979	0-4 Years	\$17.36
8	\$	49,229	5-9 Years	\$17.56
9	\$	49,479	10-14 Years	\$17.76
10	\$	49,729	15 Years & Up	\$17.96
11	\$	49,979		
12	\$	50,229		<b>DAY FOREMAN</b>
13	\$	50,479		<b>PAC TECH</b>
14	\$	50,729	0-4 Years	\$16.25
15	\$	50,979	5-9 Years	\$16.45
16	\$	51,229	10-14 Years	\$16.65
17	\$	51,479	15 Years & Up	\$16.85
18	\$	51,729		
19	\$	51,979		<b>LEAD CUSTODIAN</b>
20	\$	52,229	0-4 Years	\$14.47
21	\$	52,479	5-9 Years	\$14.67
22	\$	52,729	10-14 Years	\$14.87
23	\$	52,979	15 Years & Up	\$15.07
24	\$	53,229		
25	\$	53,479		<b>NIGHT CUSTODIAN</b>
26	\$	53,729	0-4 Years	\$13.65
27	\$	53,979	5-9 Years	\$13.85
28	\$	54,229	10-14 Years	\$14.05
29	\$	54,479	15 Years & Up	\$14.25
30	\$	54,729		
31	\$	54,979		
32	\$	55,229		<b>SUB</b>
33	\$	55,479		State Minimum Wage
34	\$	55,729		
35	\$	55,979		
36	\$	56,229		
37	\$	56,479		

Approved May 16, 2023

# Greenwood School District LEA #6602

## Salary Schedule

2023-2024

Base	\$	38,545	\$	33,412	\$	24,107
Yrs.	\$	200	\$	200	\$	150
Yrs	SECRETARY		SECRETARY		INSTRUCTIONAL	
	8Hrs Per Day		8 Hrs Per Day		Assistant	
	240 Days		208 Days		182 Days	
	\$200 Increment		\$200 Increment		\$150 Increment	
0	\$	38,545	\$	33,412	\$	24,107
1	\$	38,745	\$	33,612	\$	24,257
2	\$	38,945	\$	33,812	\$	24,407
3	\$	39,145	\$	34,012	\$	24,557
4	\$	39,345	\$	34,212	\$	24,707
5	\$	39,545	\$	34,412	\$	24,857
6	\$	39,745	\$	34,612	\$	25,007
7	\$	39,945	\$	34,812	\$	25,157
8	\$	40,145	\$	35,012	\$	25,307
9	\$	40,345	\$	35,212	\$	25,457
10	\$	40,545	\$	35,412	\$	25,607
11	\$	40,745	\$	35,612	\$	25,757
12	\$	40,945	\$	35,812	\$	25,907
13	\$	41,145	\$	36,012	\$	26,057
14	\$	41,345	\$	36,212	\$	26,207
15	\$	41,545	\$	36,412	\$	26,357
16	\$	41,745	\$	36,612	\$	26,507
17	\$	41,945	\$	36,812	\$	26,657
18	\$	42,145	\$	37,012	\$	26,807
19	\$	42,345	\$	37,212	\$	26,957
20	\$	42,545	\$	37,412	\$	27,107
21	\$	42,745	\$	37,612	\$	27,257
22	\$	42,945	\$	37,812	\$	27,407
23	\$	43,145	\$	38,012	\$	27,557
24	\$	43,345	\$	38,212	\$	27,707
25	\$	43,545	\$	38,412	\$	27,857
26	\$	43,745	\$	38,612	\$	28,007
27	\$	43,945	\$	38,812	\$	28,157
28	\$	44,145	\$	39,012	\$	28,307
29	\$	44,345	\$	39,212	\$	28,457
30	\$	44,545	\$	39,412	\$	28,607
31	\$	44,745	\$	39,612	\$	28,757
32	\$	44,945	\$	39,812	\$	28,907
33	\$	45,145	\$	40,012	\$	29,057
34	\$	45,345	\$	40,212	\$	29,207
35	\$	45,545	\$	40,412	\$	29,357
36	\$	45,745	\$	40,612	\$	29,507
37	\$	45,945	\$	40,812	\$	29,657

Approved May 16, 2023

# Greenwood School District LEA #6602

## Salary Schedule

2023-2024

<b>Base</b>	\$68,003	\$61,201	\$54,245	\$49,866	\$43,682	\$35,088
<b>Yrs.</b>	\$300	\$300	\$300	\$300	\$300	\$150


<b>Yrs</b>	<b>Technology Director 240 Days \$300 Increment</b>	<b>Senior Network Server Admin 240 Days \$300 Increment</b>	<b>Network/Server Admin 240 Days \$300 Increment</b>	<b>Senior Computer Analyst 240 Days \$300 Increment</b>	<b>Computer Analyst 240 Days \$300 Increment</b>	<b>Technology Aide 240 Days \$150 Increment</b>
------------	---	---	--	---	--	---

0	\$ 68,003	\$ 61,201	\$ 54,245	\$ 49,866	\$ 43,682	\$ 35,088
1	\$ 68,303	\$ 61,501	\$ 54,545	\$ 50,166	\$ 43,982	\$ 35,238
2	\$ 68,603	\$ 61,801	\$ 54,845	\$ 50,466	\$ 44,282	\$ 35,388
3	\$ 68,903	\$ 62,101	\$ 55,145	\$ 50,766	\$ 44,582	\$ 35,538
4	\$ 69,203	\$ 62,401	\$ 55,445	\$ 51,066	\$ 44,882	\$ 35,688
5	\$ 69,503	\$ 62,701	\$ 55,745	\$ 51,366	\$ 45,182	\$ 35,838
6	\$ 69,803	\$ 63,001	\$ 56,045	\$ 51,666	\$ 45,482	\$ 35,988
7	\$ 70,103	\$ 63,301	\$ 56,345	\$ 51,966	\$ 45,782	\$ 36,138
8	\$ 70,403	\$ 63,601	\$ 56,645	\$ 52,266	\$ 46,082	\$ 36,288
9	\$ 70,703	\$ 63,901	\$ 56,945	\$ 52,566	\$ 46,382	\$ 36,438
10	\$ 71,003	\$ 64,201	\$ 57,245	\$ 52,866	\$ 46,682	\$ 36,588
11	\$ 71,303	\$ 64,501	\$ 57,545	\$ 53,166	\$ 46,982	\$ 36,738
12	\$ 71,603	\$ 64,801	\$ 57,845	\$ 53,466	\$ 47,282	\$ 36,888
13	\$ 71,903	\$ 65,101	\$ 58,145	\$ 53,766	\$ 47,582	\$ 37,038
14	\$ 72,203	\$ 65,401	\$ 58,445	\$ 54,066	\$ 47,882	\$ 37,188
15	\$ 72,503	\$ 65,701	\$ 58,745	\$ 54,366	\$ 48,182	\$ 37,338
16	\$ 72,803	\$ 66,001	\$ 59,045	\$ 54,666	\$ 48,482	\$ 37,488
17	\$ 73,103	\$ 66,301	\$ 59,345	\$ 54,966	\$ 48,782	\$ 37,638
18	\$ 73,403	\$ 66,601	\$ 59,645	\$ 55,266	\$ 49,082	\$ 37,788
19	\$ 73,703	\$ 66,901	\$ 59,945	\$ 55,566	\$ 49,382	\$ 37,938
20	\$ 74,003	\$ 67,201	\$ 60,245	\$ 55,866	\$ 49,682	\$ 38,088
21	\$ 74,303	\$ 67,501	\$ 60,545	\$ 56,166	\$ 49,982	\$ 38,238
22	\$ 74,603	\$ 67,801	\$ 60,845	\$ 56,466	\$ 50,282	\$ 38,388
23	\$ 74,903	\$ 68,101	\$ 61,145	\$ 56,766	\$ 50,582	\$ 38,538
24	\$ 75,203	\$ 68,401	\$ 61,445	\$ 57,066	\$ 50,882	\$ 38,688
25	\$ 75,503	\$ 68,701	\$ 61,745	\$ 57,366	\$ 51,182	\$ 38,838
26	\$ 75,803	\$ 69,001	\$ 62,045	\$ 57,666	\$ 51,482	\$ 38,988
27	\$ 76,103	\$ 69,301	\$ 62,345	\$ 57,966	\$ 51,782	\$ 39,138
28	\$ 76,403	\$ 69,601	\$ 62,645	\$ 58,266	\$ 52,082	\$ 39,288
29	\$ 76,703	\$ 69,901	\$ 62,945	\$ 58,566	\$ 52,382	\$ 39,438
30	\$ 77,003	\$ 70,201	\$ 63,245	\$ 58,866	\$ 52,682	\$ 39,588
31	\$ 77,303	\$ 70,501	\$ 63,545	\$ 59,166	\$ 52,982	\$ 39,738
32	\$ 77,603	\$ 70,801	\$ 63,845	\$ 59,466	\$ 53,282	\$ 39,888
33	\$ 77,903	\$ 71,101	\$ 64,145	\$ 59,766	\$ 53,582	\$ 40,038
34	\$ 78,203	\$ 71,401	\$ 64,445	\$ 60,066	\$ 53,882	\$ 40,188
35	\$ 78,503	\$ 71,701	\$ 64,745	\$ 60,366	\$ 54,182	\$ 40,338
36	\$ 78,803	\$ 72,001	\$ 65,045	\$ 60,666	\$ 54,482	\$ 40,488
37	\$ 79,103	\$ 72,301	\$ 65,345	\$ 60,966	\$ 54,782	\$ 40,638

Approved May 16, 2023

**Greenwood School District LEA #6602**  
**Bus Drivers & Bus Aides**  
**Salary Schedule**  
**2023-2024**

Bus Driver Category	Route Minutes Per Day		\$250
A	41-50	\$	12,017
B	51-60	\$	12,267
C	61-70	\$	12,517
D	71-80	\$	12,767
E	81-90	\$	13,017
F	91-100	\$	13,267
G	101-110	\$	13,517
H	111-120	\$	13,767
I	121-130	\$	14,017
J	131-140	\$	14,267
K	141-150	\$	14,517
L	151-160	\$	14,767
M	161-170	\$	15,017
N	171-180	\$	15,267
O	181-190	\$	15,517
P	191-200	\$	15,767
Q	201-210	\$	16,017
R	211-220	\$	16,267
S	221-230	\$	16,517
T	231-240	\$	16,767
U	241-250	\$	17,017
V	251-260	\$	17,267
W	261-270	\$	17,517
X	271-280	\$	17,767
Z	Bus Aides		\$7,632

**\*\*\*Subst. Pay** \$25.00 - \$30.00 - \$35.00 - \$40.00 Per Trip

**\*\*\* Activity Bus** *\$12.00 per hour*

<b>5 Years of Service</b>	\$200.00
<b>10 Years of Service</b>	\$200.00
<b>15 Years of Service</b>	\$200.00

Approved May 16, 2023

Greenwood School District LEA #6602					
Nurse					
Salary Schedule					
2023-2024					
Base	\$	32,702	\$	38,371	\$ 40,639
Yrs.	\$	300	\$	300	\$ 300
Years Exp.	LPN		ADN		BSN
	\$300 Increment		\$300 Increment		\$300 Increment
	188 Days		188 Days		188 Days
	Salary		Salary		Salary
0	\$	32,702	\$	38,371	\$ 40,639
1	\$	33,002	\$	38,671	\$ 40,939
2	\$	33,302	\$	38,971	\$ 41,239
3	\$	33,602	\$	39,271	\$ 41,539
4	\$	33,902	\$	39,571	\$ 41,839
5	\$	34,202	\$	39,871	\$ 42,139
6	\$	34,502	\$	40,171	\$ 42,439
7	\$	34,802	\$	40,471	\$ 42,739
8	\$	35,102	\$	40,771	\$ 43,039
9	\$	35,402	\$	41,071	\$ 43,339
10	\$	35,702	\$	41,371	\$ 43,639
11	\$	36,002	\$	41,671	\$ 43,939
12	\$	36,302	\$	41,971	\$ 44,239
13	\$	36,602	\$	42,271	\$ 44,539
14	\$	36,902	\$	42,571	\$ 44,839
15	\$	37,202	\$	42,871	\$ 45,139
16	\$	37,502	\$	43,171	\$ 45,439
17	\$	37,802	\$	43,471	\$ 45,739
18	\$	38,102	\$	43,771	\$ 46,039
19	\$	38,402	\$	44,071	\$ 46,339
20	\$	38,702	\$	44,371	\$ 46,639
21	\$	39,002	\$	44,671	\$ 46,939
22	\$	39,302	\$	44,971	\$ 47,239
23	\$	39,602	\$	45,271	\$ 47,539
24	\$	39,902	\$	45,571	\$ 47,839
25	\$	40,202	\$	45,871	\$ 48,139
26	\$	40,502	\$	46,171	\$ 48,439
27	\$	40,802	\$	46,471	\$ 48,739
28	\$	41,102	\$	46,771	\$ 49,039
29	\$	41,402	\$	47,071	\$ 49,339
30	\$	41,702	\$	47,371	\$ 49,639
31	\$	42,002	\$	47,671	\$ 49,939
32	\$	42,302	\$	47,971	\$ 50,239
33	\$	42,602	\$	48,271	\$ 50,539
34	\$	42,902	\$	48,571	\$ 50,839
35	\$	43,202	\$	48,871	\$ 51,139
36	\$	43,502	\$	49,171	\$ 51,439
37	\$	43,802	\$	49,471	\$ 51,739
Approved May 16, 2023					

# Greenwood School District LEA #6602

## Transportation

## Salary Schedule

2023-2024

### DIRECTOR OF TRANSPORTATION

260 Days

\$250

Years Exp.

Increment

### TRANSPORTATION

HOURLY

260 DAY CONTRACT

0 \$ 51,308

1 \$ 51,558

2 \$ 51,808

3 \$ 52,058

4 \$ 52,308

5 \$ 52,558

6 \$ 52,808

7 \$ 53,058

8 \$ 53,308

9 \$ 53,558

10 \$ 53,808

11 \$ 54,058

12 \$ 54,308

13 \$ 54,558

14 \$ 54,808

15 \$ 55,058

16 \$ 55,308

17 \$ 55,558

18 \$ 55,808

19 \$ 56,058

20 \$ 56,308

21 \$ 56,558

22 \$ 56,808

23 \$ 57,058

24 \$ 57,308

25 \$ 57,558

26 \$ 57,808

27 \$ 58,058

28 \$ 58,308

29 \$ 58,558

30 \$ 58,808

31 \$ 59,058

32 \$ 59,308

33 \$ 59,558

34 \$ 59,808

35 \$ 60,058

36 \$ 60,308

37 \$ 60,558

SHOP FOREMAN

0-4 Years \$18.86

5-9 Years \$19.06

10-14 Years \$19.26

15 Years & Up \$19.46

MECHANIC

0-4 Years \$16.50

5-9 Years \$16.70

10-14 Years \$16.90

15 Years & Up \$17.10

TRANSP MAINT

0-4 Years \$14.63

5-9 Years \$14.83

10-14 Years \$15.03

15 Years & Up \$15.23

APPROVED MAY 16, 2023

## **8.2 NONCERTIFIED PERSONNEL EVALUATIONS**

Noncertified personnel may be periodically evaluated.

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

Legal Reference:                      A.C.A. § 6-17-2301

Dated Adopted: May 13, 2004

Last Revised: June 22, 2006



## 8.5 NONCERTIFIED PERSONNEL SICK LEAVE

### Sick Leave

All employees who participate in the employee salary fund are eligible for sick leave in accordance with the following policy adopted by the Greenwood School District Board of Education.

### Definitions

For the purpose of this policy, the following definitions shall apply:

- a) Employee – the term employee shall include any full time noncertified personnel of the school district. Part-time employees who work twenty hours or more per contracted week are eligible for pro-rated benefits.
- b) Sick Leave – sick leave shall mean absence with full pay from one's duties in a public school for the reason of personal illness, or illness in the immediate family, personal leave or death in the immediate family, or funerals. The needs of foster children of court approved foster parents are also included with sick leave. This includes doctor's appointment, court dates, etc.
- c) Immediate Family – immediate family shall include noncertified personnel's spouse, children, parents and any other relative living in the same household.
- d) Accumulated Sick Leave – accumulated sick leave shall mean the total number of days of unused sick leave that an employee has to his or her credit, up to 120 days. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.

Sick leave shall be awarded in the Greenwood School District on the basis of contract length. Days awarded shall be as follows:

182 day contract	- 9 days	(Classified)
188 day contract	- 9 days	(Classified)
191 day contract	- 10 days	
196 day contract	- 10 days	
201 day contract	- 10 days	
204 day contract	- 10 days	
206 day contract	- 10 days	
208 day contract	- 10 days	(Classified)
211 day contract	- 11 days	
216 day contract	- 11 days	
221 day contract	- 11 days	
228 day contract	- 11 days	
240 day contract	- 12 days	(Classified)
243 day contract	- 12 days	
250 day contract	- 13 days	(Classified)
260 day contract	- 13 days	(Classified)

After the effective date of this policy such leave shall be in force beginning with the first day of the first school term for which each noncertified personnel is employed. If noncertified personnel resign or leaves his position for any reason before the end of the school term the district may deduct from his last paycheck full compensation for any days of sick leave used in excess of the number of days earned.

A record of sick leave used and accumulated shall be established by the school district and maintained by the supervisor for each of its noncertified personnel. This record is to be maintained by the supervisor. Sick leave that is unused by a noncertified personnel during any school year shall be accumulated in such noncertified personnel sick leave account at a rate of one (1) day per month or major portion thereof employed until one hundred and twenty (120) days have been accumulated. Noncertified personnel who qualify for sick leave may use any amount up to his total number of accumulated days.

Accumulated days of sick leave that are used up may be restored up to one hundred twenty days in the same manner that they were first accumulated.

If a supervisor or Superintendent has reason to believe that noncertified personnel have violated or misused this sick leave policy, he/she may require a certificate signed by a duly licensed physician for subsequent absences. The noncertified personnel shall be notified of this requirement in writing.

Noncertified personnel who is unable to work because of personal illness or disability and who has exhausted all regular sick leave and hardship days available shall have his/her monthly pay reduced at his/her daily rate.

In the event of the absence of noncertified personnel for less than one half day, for any reason, he/she will be reported absent for one half day.

### **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.

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

Date Adopted: May 13, 2004  
Last Revised: June 22, 2006  
Last Revised: April 10, 2014  
Last Revised: June 11, 2015

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

### **Participation**

On or before October 1<sup>st</sup> of each school year, noncertified personnel who qualify for benefits may voluntarily contribute one day of their sick leave allowance to a Sick Leave Bank. Each new noncertified personnel will be offered the option of becoming a member of the Sick Leave Bank at the time of employment. Each noncertified personnel wishing to make contribution to the bank shall do so on a Sick Leave Bank form.

### **Governance-Sick Leave Bank Committee**

A six-member committee shall oversee the administration of the Sick Leave Bank with the assistance of the Superintendent. The committee shall be comprised of classroom teachers, one from each school who have contributed days to the Sick Leave Bank, one administrator, and one noncertified. The Sick Leave Bank Committee members will be elected at the time faculty members are elected to the Personnel Policies Committee. A chairperson of the Sick Leave Bank Committee shall be elected from the seven-member committee. The committee shall decide on the request based on the committee's rules of operation.

### **Rules of Operation**

The sick leave committee shall administer the bank according to the following rules:

- a) Only personnel who have made contribution to the bank may make withdrawals from the bank. Days once contributed to the bank may not be returned.
- b) The Sick Leave Bank days may be used only upon exhaustion of a bank member's accumulated sick leave and hardship days.
- c) Sick Leave Bank days will be granted only in cases of catastrophic illness of an employee who is a Sick Leave Bank Member. Catastrophic is defined as any terminal illness or anything that alters the lifestyle for an extended period of time. A statement from the doctor is required.
- d) Request for Sick Leave Bank days will be made on a Sick Leave Bank request form submitted to the chairperson or member of the Sick Leave Bank Committee.
- e) Sick leave grants made from the bank shall be for up to 20 consecutive days for an individual applicant per year, if the days are available.
- f) After a Sick Leave Bank member withdraws days from the bank, he/she must contribute one day of his/her sick leave allowance at the beginning of the next school year to re-establish membership in the Sick Leave Bank.
- g) Once days have been contributed to the Sick Leave Bank, the usage of those days shall be governed by the committee of the Sick Leave Bank and not by sick leave policy.
- h) Personnel who have contributed to the Sick Leave Bank will not be requested to contribute to the bank again as long as the bank is considered to be solvent. When the Sick Leave Bank committee determines that more days are needed for the bank, members will be asked to contribute one day of his/her sick leave. Failure to contribute will result in his/her termination as a bank member.

### **Reports**

The Sick Leave Bank committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the Sick Leave Bank days. The committee shall be required to make an annual report to the employees of Greenwood School via e-mail through PPC minutes reported to the district after the first PPC meeting of each new school year.

No provision of this policy shall prevent noncertified personnel from voluntarily donating sick leave days to the credit of a staff member based upon the extra-ordinary circumstances of the individual as determined by the School Board.

Date Adopted: May 13, 2004

Last Revised: June 14, 2012

## **8.7 NONCERTIFIED PERSONNEL PERSONAL LEAVE**

Noncertified personnel of Greenwood School District shall be granted three (3) days of personal leave each school year. These days, if used, will be charged against the employee's accumulated sick leave. Additional personal leave will be granted according to the accrued number of sick leave days. An employee may also elect to take personal leave when the school is closed due to snow or other emergencies which would otherwise result in lost wages for the hourly employee.

15 days accrued – one extra personal day

30 days accrued – two extra personal days

45 days accrued – three extra personal days

60 days accrued – four extra personal days

The personal days are non-accumulating. Personal leave days must be applied for and approved by the immediate supervisor at least one week in advance unless an emergency exists.

Date Adopted: May 13, 2004

Last Revised: June 10, 2010

Last Revised: May 12, 2016

## **8.8 NONCERTIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS**

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

While Levels 1 and 2 place no restrictions prohibiting the individual's presence on a school campus, Levels 3 and 4 have specific prohibitions. These are specified in Policy 6.9 – 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 Reference:       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: June 14, 2007

Last Revised: June 12, 2008

## **8.9 NONCERTIFIED PERSONNEL MILITARY, CIVIC, AND PUBLIC OFFICE LEAVE**

### **Military Leave of Absence**

All teachers, administrators, and noncertified staff who desire to take a leave of absence for the purpose of participating in military training programs or other official programs made available by the Arkansas National Guard or of the reserved branches of the armed forces shall be entitled to such leave of absence for a period of fifteen (15) days, plus travel time, in any fiscal year. To the extent that the leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. The maximum number of allowable days is thirty (30) in one fiscal year. For the purpose of this policy the fiscal year shall be that which is presently established by the United States Government. This policy contains the following provisions:

- a) Each employee who requests military leave shall furnish a copy of his/her orders for the personnel file.
- b) Employees granted a military leave of absence shall be entitled to his/her regular salary during the time he/she is away under the leave of absence.
- c) The teacher or administrator will be responsible for paying for the cost of any substitute employed in his/her absence.
- d) This leave of absence is in addition to the regular vacation time allowed the employee.
- e) During the leave of absence, the employee shall be entitled to preserve all seniority rights and retirement privileges to which they have become entitled.
- f) The District shall continue its portion of insurance coverage for the employee during the leave of absence if requested by the employee to do so.

Teachers, administrators, and noncertified staff called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days, after which leave without pay will be granted. This leave will be in addition to all other leave to which the staff member shall be entitled.

### **Civic Duty**

Staff members shall be treated as on school business for jury duty, non-personal court ordered appearances, and/or other school related business and shall be allowed to retain jury duty compensation.

### **Public Office**

All employees of the Greenwood School District are free to exercise their rights as citizens and run for or accept appointment to public office if they so desire. However, employees should understand the following:

By law, a School Board member may not work for the School District which he/she serves

- a) School Districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities
- b) May use personal and vacation days
- c) In addition, upon request to the School Board, a maximum of five additional days of unpaid leave may be granted to the employee for the purposes of engaging in public service or related activities. The employee will be responsible for reimbursing the District for the expense of a substitute employee.

Date Adopted: May 13, 2004

## **8.11 OVERTIME, COMPTIME, and COMPLYING WITH FLSA**

The Greenwood School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at

greater than or equal to the applicable minimum wage for workweeks of less than or equal to forty (40) hours. It also requires that employees be compensated for workweeks of greater than forty (40) hours at one and a half (1 ½) times their regular hourly rate of pay, either monetarily or through compensatory time off.

### **Definitions**

“Covered Employees” (also defined as non-exempt employees) 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.

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

“Straight time pay” 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 12:00 AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

### **Employment Relationships**

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

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

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

- 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 and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

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

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately



record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

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

#### **Breaks and Meals**

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

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

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

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

#### **Overtime**

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

The rate of overtime pays for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate). The weighted average will be calculated by multiplying the number of hours worked during that week for each position by the position's rate of pay, combining the resulting amounts for each position (straight time pay), and dividing the straight time pay by the total number of hours the employee worked in that week. The weighted average will then be multiplied by one half (0.5), which will then be multiplied by the number of hours the employee worked that week over forty (40).

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

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

- a. The average regular rate received by the employee during the last 3 years of employment; or
- b. The final regular rate received by the employee.

## Overtime Authorization

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

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

## Leave Requests

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

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

## Record Keeping and Postings

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

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

## Cooperation with Enforcement Officials

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

- 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:

- 29 USC § 206(a), ACA § 6-17-2203
- 29 USC § 207(a)(1), 29 CFR § 778.100
- 29 USC § 207(o), 29 CFR § 553.50
- 29 USC § 213(a), 29 CFR §§ 541 et seq.
- 29 CFR § 778.218(a)
- 29 USC § 207(e), 29 CFR § 778.108
- 29 CFR § 778.105
- 29 CFR §§ 785.9, 785.16
- 29 CFR § 516.2(7)
- 29 CFR §§ 785.1 et seq.
- A.C.A. § 6-17-2205 and 2207
- 29 CFR §§ 785.19
- 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
- 29 CFR § 778.106
- 29 USC § 207(g)(2), 29 CFR § 778.115
- 29 USC § 207(o)(2)(A), 29 CFR § 553.23

29 CFR § 553.20  
29 USC § 207(o)(4), 29 CFR § 553.27  
29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50  
29 CFR § 516.4  
29 CFR §§ 516.5, 516.6  
29 USC § 211(a)(b)

Date Adopted: May 11, 2013

Last Revised: May 12, 2016

## **8.12 NONCERTIFIED PERSONNEL OUTSIDE EMPLOYMENT**

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

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

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

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

Date Adopted: May 13, 2004

Last Revised:

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

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

If the superintendent finds probable cause that an employee has engaged in sexual misconduct with a minor, then the superintendent or the superintendent's designee shall not provide a favorable recommendation of employment on behalf of the employee.

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 equity coordinator, who may be reached at [titleix@greenwoodk12.com](mailto:titleix@greenwoodk12.com).

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.

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 veteran's 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. § 6-16-1507  
                                 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: May 13, 2004  
Last Revised: June 22, 2006  
Last Revised: April 10, 2014  
Last Revised: June 11, 2015  
Last Revised: June 14, 2018  
Last Revised: May 14, 2020  
Last Revised: October 8, 2020  
Last Revised: May 13, 2021  
Last Revised: April 14, 2022  
Last Revised: May 16, 2023

#### **8.14 NONCERTIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

It is the responsibility of the noncertified personnel to determine the appropriate supervisor from which he must obtain approval.

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

Date Adopted: May 13, 2004

Last Revised:



## **8.15 CLASSIFIED PERSONNEL USE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS**

Smoking or the 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 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 product that is manufactured, distributed, marketed or sold as e-cigarettes, e cigars, e-pipes, or under any other name or descriptor.

Legal Reference: A.C.A. § 6-21-609

Date Adopted: May 13, 2004

Last Revised:

#### **8.16 DRESS OF NONCERTIFIED PERSONNEL**

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

Date Adopted: May 13, 2004

Last Revised:

## **8.17 NONCERTIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

Date Adopted: May 13, 2004

Last Revised:

## 8.19 NONCERTIFIED PERSONNEL GRIEVANCES

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

### Definitions

“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.<sup>1</sup> 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 (when appeal is to the building principal): Upon receipt of a Level Two Grievance Form, the building principal will have ten (10) working days to schedule a conference with the employee filing the grievance. The principal shall offer

the employee an opportunity to have a witness or representative who is not a member of the employee's immediate family present at their conference. After the conference, the principal will have ten (10) working days in which to deliver a written response to the grievance to the employee. If the grievance is not advanced to Level Three within five (5) working days from the date of the principal's written response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

Level Two (when appeal is to the superintendent): Upon receipt of a Level Two Grievance Form, the superintendent will have ten (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.

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 superintendent<sup>2</sup>. 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 multiple employees have filed individual grievances that are of the same nature so that they would meet the definition of a group grievance if they had been filed by a group, then the Board may consolidate the individual grievances that are of the same nature into a group grievance. If the Board consolidates individual grievances that are of the same nature into a group grievance, then the individuals whose grievances were consolidated shall select one (1) or more individuals from among those whose grievances were consolidated to represent the group grievance holders before the Board.

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.

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

Date Adopted: May 13, 2004

Last Revised: June 9, 2005

Last Revised: May 16, 2023

**8.19F LEVEL TWO GRIEVANCE FORM - NONCERTIFIED**

<b>Name:</b>
<b>Date Submitted to Supervisor:</b>
<b>Personnel Policy grievance is based upon:</b>

<b>Grievance (be specific)</b>

<b>What would resolve your grievance?</b>

<b>Supervisor's Response</b>
Date submitted to recipient:

Date Adopted: May 13, 2004

Last Revised:

## 8.20 CLASSIFIED SEXUAL HARASSMENT

The Greenwood 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;
- 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:

- 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; or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
- 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
  - c. Constitutes:
    - d. Sexual assault;
    - e. Dating violence
    - f. Domestic violence; or
    - g. 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) 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) 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.

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-maker<sup>5</sup> 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.

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 Leave**

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 not 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.

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: May 13, 20014

Last Revised: June 14, 2018

Last Revised: October 8, 2020

Last Revised: April 14, 2022

## **8.21 NONCERTIFIED PERSONNEL SUPERVISION OF STUDENTS**

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

Date Adopted: May 13, 2004

Last Revised:

## **8.22 NONCERTIFIED PERSONNEL COMPUTER USE POLICY**

Noncertified personnel of Greenwood School District who are allowed to use school owned computers and/or given internet access shall use this technology for school-related purposes, and/or administratively-authorized purposes in order to perform their job responsibilities during the instructional day. All other uses, including personal e-mail, shall be confined to non-instructional times. The noncertified personnel should have no right to an expectation of privacy in regard to his/her use of internet or e-mail on school owned computers.

No text, image, movie, or sound that contains pornography, profanity, or obscenity shall be allowed.

The District shall establish and maintain technology protection measures on all public computers which blocks or filters internet access to visual depictions that are obscene, pornographic, or harmful to minors. Any noncertified personnel who inadvertently find such on his/her computer shall notify the building administrator immediately, and fill out the required documentation noting accessing of an unauthorized site. District Personnel will educate minors about appropriate online behavior, including interacting with other individuals on social networking websites, chat rooms, electronic mail and cyberbullying awareness and response.

Violation of this policy may result in disciplinary action which ranges from verbal reprimand to non-renewal.

Legal References:        20 USC 6801 et seq. (Children's Internet Protection Act; PL 106-554) A.C.A. § 6-21-107  
                                 A.C.A. § 6-21-111  
                                 FCC-11-125A1 CIPA Order

Date Adopted: May 13, 2004

Last Revised: April 12, 2012



## 8.22F NONCERTIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print) \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

The Greenwood School District agrees to allow the noncertified personnel identified above ("Noncertified personnel") to use the district's technology to access the Internet under the following terms and conditions:

1. Conditional Privilege: The Noncertified personnel's use of the district's access to the Internet is a privilege conditioned on the noncertified personnel's abiding by this agreement.
2. Acceptable Use: The Noncertified personnel agree that in using the District's Internet access he/she will obey all federal and state laws and regulations. Internet access is provided as an aid to noncertified personnel to enable them to better perform their job responsibilities. Under no circumstances shall a noncertified personnel'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 Noncertified personnel violates this agreement and misuses the Internet, the noncertified personnel 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;
  - e. wasteful use of limited resources provided by the school including paper;
  - f. causing congestion of the network through lengthy downloads of files;
  - g. vandalizing data of another user;
  - h. obtaining or sending information which 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;
  - 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; or
  - t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
  - u. making unauthorized copies of computer software.
  - v. personal use of computers during instructional time.

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 Noncertified personnel signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the noncertified personnel may have for such use. The Noncertified personnel agrees that the district may monitor the noncertified personnel's use of the District's Internet Access and may also examine all system activities the noncertified personnel participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.
7. Signature: The Noncertified personnel, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Noncertified Personnel's Signature: \_\_\_\_\_

Date \_\_\_\_\_

Date Adopted: May 13, 2004

Last Revised:

## **8.23 CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) leave offers job protection for what 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 12 work weeks (or in some cases 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**

#### **Definitions:**

**Eligible Employee:** is an employee who has been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

**FMLA:** is the Family and Medical Leave Act

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

**Instructional Employee:** is 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, nor does it include administrators, counselors, librarians, psychologists, or 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 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Year:** A rolling 12-month period measured backward from the date an employee uses any FMLA leave for reasons 1 through 5.

#### **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; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (See Section Two)
6. To care for a spouse, child, parent or next of kin who is a covered service member 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 husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

### **Provisions Applicable to both Sections One and Two**

#### **District Notice to Employees**

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

#### **Designation Notice to Employee**

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

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

#### **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.

#### **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 which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

The District has the right to pay an employee's unpaid insurance premiums during the employee's unpaid FMLA leave to maintain the employee's coverage during his/her leave. The District may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the District maintains health coverage for the employee by paying the 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.

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

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

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

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two weeks during FMLA leave of their 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, which 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 not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. 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 delay the FMLA coverage of such leave until 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 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 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, telegraph, fax, 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;

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

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

No second or third opinion on recertification may be required.

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

### **Substitution of Paid Leave**

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

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

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

### **Return to Work**

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

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

### **Failure to Return to Work:**

In the event that an employee is unable or fails to return to work within FMLA's leave timelines, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their 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 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 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 for which the employee is qualified and which 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 for which the employee is qualified and which 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 Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.15—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SECTION TWO FMLA LEAVE CONNECTED TO MILITARY SERVICE**

### **Leave Eligibility**

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

### **QUALIFYING EXIGENCY**

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



### **Definitions:**

**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.

### **Certification**

The District may require the eligible employee to obtain certification to help the district determine if the requested leave qualifies for FMLA leave for the purposes of a qualifying exigency. The District may deny FMLA leave if an eligible employee fails to provide 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, telegraph, fax, 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 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 Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.15—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

## **SERIOUS ILLNESS**

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

**Definitions:**

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 service member: is a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

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 service member and ends 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 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12-month period could only take a total of 10 weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than 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 service member with a serious illness or injury.

If husband and wife are both eligible employees employed by the District, the husband and wife are entitled to a combined total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member continues to be limited to a combined total of 12 weeks FMLA leave for reasons 1 through 3 in Section One and for any qualifying exigency during a year as defined in this policy. For example, a husband and wife who are both eligible employees and who care for such a covered service member for 16 weeks during a 12-month period could only take a combined total of 10 weeks for reasons 1 through 3 in Section One and for any qualifying exigency.

### **Medical Certification**

The District may require the eligible employee to obtain certification of the covered service member's serious health condition to help the District determine if the requested leave qualifies for FMLA leave. The District may deny FMLA leave if an eligible employee fails to provide 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 service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. 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 delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

If the need for FMLA leave is foreseeable less than 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 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 service member 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, telegraph, fax, 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 service member 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 service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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 service member 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 service member 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 for which the employee is qualified and which 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 Act's special leave provisions relating to "instructional employees" shall be governed by the applicable portions of policy 3.15—LICENSED PERSONNEL FAMILY MEDICAL LEAVE.

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

Date Adopted:

Last Revised: June 14, 2012

Last Revised: April 10, 2014

Last Revised: May 14, 2020

## **8.24 SCHOOL BUS DRIVER'S USE OF MOBILE COMMUNICATION DEVICES**

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 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 Reference:       A.C.A. § 6 –19-120  
                              A.C.A. § 27-51-1504  
                              A.C.A. § 27-52-1609

Date Adopted:

Last Revised: April 10, 2014

Last Revised: May 14, 2020

## 8.26 NONCERTIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING

“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:

- Cyberbullying;
- Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
- Pointed questions intended to embarrass or humiliate,
- Mocking, taunting or belittling,
- Non-verbal threats and/or intimidation such as “fronting” or “chesting” a person,
- Demeaning humor relating to a student's actual or perceived attributes,
- Blackmail, extortion, demands for protection money or other involuntary donations or loans,
- Blocking access to school property or facilities,
- Deliberate physical contact or injury to person or property,
- Stealing or hiding books or belongings,
- Threats of harm to student(s), possessions, or others,
- Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or

“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 (5<sup>th</sup>) 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. In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 9, 2005

Last Revised: June 9, 2011

Last Revised: June 11, 2015

Last Revised: June 14, 2018

Last Revised: May 14, 2020



## **8.27 LEAVE FOR INJURY FROM ASSAULT**

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

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

In order to obtain leave under this policy, the teacher must present documentation of the injury from a physician, with an estimate for time of recovery sufficient to enable the teacher 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 teacher's employment.

Legal Reference:       A.C.A. § 6-17-1308

Date Adopted: June 9, 2005

Last Revised:

## **8.28 DRUG-FREE WORKPLACE CLASSIFIED PERSONNEL**

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

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

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

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

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

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

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

Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at district 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. Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

Legal Reference: Section 5445 of the Drug-Free Schools and Communities Act  
Drug-Free Workplace Act

41 U.S.C. § 8101, 8103, and 8104

A.C.A. § 11-9-102

A.C.A. § 17-80-117

Date Adopted: May 13, 2004

Last Revised: June 11, 2015

## 8.28F DRUG-FREE WORKPLACE NONCERTIFIED PERSONNEL FORM

As noncertified personnel of Greenwood School District, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol while working on any Greenwood School District property or engaging in any school-related function.

I also certify that I have received materials informing me regarding:

- a) The dangers of drug and alcohol abuse in the workplace and schools.
- b) The district's policy of maintaining a drug- and alcohol-free workplace and schools.
- c) Drug and alcohol counseling and rehabilitation assistance programs available in this area.
- d) The penalties that may be imposed by the district upon noncertified personnel for drug and alcohol abuse violations in the workplace and schools.

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Signature of Noncertified Personnel

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Social Security Number

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Work Location

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Date Signed

Date Adopted: May 13, 2004

Last Revised:

### **8.30 NONCERTIFIED PERSONNEL REDUCTION IN FORCE**

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

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

#### **PROVISION I**

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 laid off first. The employee with the most years of employment in the District as compared to other employees in the same category shall be laid off last. In the event that employees within a given occupational category have the same length of service to the District the one with the earlier hire date, based on date of board action, will prevail.

All credited years of service must be verified by documents on file with the District by October 1 of the current school year. Each employee's length of service shall be ranked within the category in which he/she has been assigned within the last two years, including the current year. In the event that an employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each category of assignment. All non-certified employees shall receive a listing of the personnel within their category with corresponding point totals. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the superintendent whose decision shall be final.

Total years of service to the District shall include non-continuous years of service; in other words, an employee who left the District and returned later will have the total years of service counted, from all periods of employment. Less than a semester in any contract year does not count as a year of service. Length of service in a certified position shall not count for the purpose of length of service for a non-certified position. There is no right or implied right for any employee to "bump" or displace any other employee.

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

#### **PROVISION II**

The employees of any school district which annexes to, or consolidates with, the Greenwood 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 Greenwood 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 Greenwood District.

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

The superintendent shall mail or have hand-delivered the notification to such employee of his intention to recommend, non-renewal or termination pursuant to a reduction in force within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Greenwood District's reduction –in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person in 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 Greenwood 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.

Legal Reference:                      A.C.A. § 6-17-2406

Date Adopted: June 22, 2006

Last Revised:

### **8.31 NONCERTIFIED PERSONNEL TERMINATION AND NONRENEWAL**

For procedures relating to the termination and non-renewal of noncertified employees, please refer to the Public School Employee Fair Hearing Act A.C.A. § 6-17-1702 through 1705.

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

Legal Reference:       A.C.A. § 6-17-2301

Date Adopted: June 22, 2006

Last Revised:



### **8.32 NONCERTIFIED PERSONNEL ASSIGNMENTS**

The superintendent shall be responsible for assigning and reassigning noncertified personnel.

Legal Reference:       A.C.A. § 6-17-2301

Date Adopted: June 22, 2006

Last Revised:

## 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 or by submitting a report through the online reporting system. 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<sup>1</sup>.

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 12, 2008

Last Revised: May 13, 2021

Last Revised: May 16, 2023

## 8.36 CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION

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

For injuries requiring medical attention, the district will exercise its right to designate the initial treating physician and an injured employee will be directed to seek medical attention, if necessary, from a specific physician or clinic.

A Workers' Compensation absence may run concurrently with FMLA leave (policy 3.15) when the injury is one that meets the criteria for a serious health condition. To the extent that worker's 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 worker's compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the District's offer of a "light duty job." As a result, the employee may lose his/her workers' compensation payments, but for the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

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

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

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

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

Date Adopted: April 10, 2014

### 8.37 CLASSIFIED ELECTRONIC COMMUNICATIONS and SOCIAL NETWORKING ETHICS

Any electronic communication (including the sharing of pictures) with students, parents, or fellow employees should be at the highest professional levels. Employees should adhere to the same ethical standard in electronic communication as is expected in face-to-face or standard written communication.

Electronic social networking is an emerging communication outlet for both personal and professional purposes. Employees should be aware that experts agree nothing transmitted electronically is truly private. Therefore, posted pictures and messages should reflect the image that an employee would want to project to the public.

No employee will be held responsible for unauthorized postings or transmissions made without the employee's knowledge or consent. Once made aware of an inappropriate posting or transmission the employee shall make a reasonable attempt to remove the unauthorized message.

Increasingly, educators are utilizing for educational purposes social-networking technology tools. The Professional Licensure Standards Board, in concert with the Arkansas Education Association, the Arkansas Association of Educational Administrators, and the **Arkansas Association for Supervision and Curriculum Development**, offers the following cautionary guidelines to assist educators in assuring that their usage of these tools is consistent with the spirit and intent of the *Code of Ethics for Arkansas Educators*:

- 1) To the extent possible, use the social-networking tools provided through school accounts rather than tools available through your own personal accounts.
- 2) Provide parents/guardians and appropriate school officials a written explanation of your reasons/purposes for using each tool.
- 3) Use social-networking tools only during appropriate business/school hours.
- 4) Regularly check for inappropriate material on any tool site that you use to which your students and/or the public can post. Report any such material to your school's administration.

Date Adopted: June 9, 2011

Last Revise

### **8.38 NONCERTIFIED PERSONNEL VACATION DAYS**

All twelve month noncertified personnel of the Greenwood School District shall receive one day of vacation for each month of the contract. Each vacation day will be credited to the noncertified personnel at the end of the month beginning with the first month of employment. At the end of the first month of employment the noncertified personnel would be eligible for one day of vacation with a total of twelve to be accumulated during the employment year.

Noncertified personnel's vacation days must be scheduled with the immediate supervisor at least one week in advance. Noncertified personnel may take a maximum of ten (10) consecutive days of vacation. Days beyond the ten (10) day maximum would require permission of the Superintendent of schools. Noncertified personnel may take vacation time in no smaller portion than half day increments.

Vacation days not used during the employment year may be carried over to the following year with a maximum of thirty (30) days accumulation. Days over thirty (30) must be used or lost.

Accumulated vacation days of noncertified personnel leaving the district will be paid at the daily rate of the noncertified personnel's pay.

Date Adopted: May 13, 2004

Last Revised:

## **8.40 NON-LICENSED 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 school resource officer, auxiliary/reserve officer, Arkansas Game and Fish Officer, registered commissioned security guard, Arkansas State or Federal Commissioned Law Enforcement Officer active or retired in good standing, 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**

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

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

Date Adopted: April 10, 2014

Date Revised: June 11, 2015

Last Revised: September 13, 2018

Last Revised: May 14, 2020

## **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 substantial monetary value from contractors, potential contractors, or parties to sub-agreements.

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  
                                C.F.R. § 3016.36  
                                C.F.R § 3019.42

Date Adopted: May 12, 2016

#### **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 10, 2014

Last Revised:



#### **8.44—CLASSIFIED PERSONNEL CONTRACT RETURN**

An employee shall have thirty (30) days from the date of the receipt of the employee's 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.

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 rejection of the offer of employment 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 rejection of the offer of employment final.

Date Adopted: May 16, 2023

Last Revised:

## **8.45—CLASSIFIED PERSONNEL CODE OF CONDUCT**

### **Definitions**

“Insubordination” means the willful disregard of a supervisor's instructions or the refusal to obey a lawful order from a supervisor. Insubordination does not mean the refusal to follow an order from a supervisor that would violate Federal or state law; Federal regulations; state rules; or a court order.

“Sexual harassment” means conduct on the basis of sex that may not reach the definition of sexual harassment under Policy 8.20 but is nevertheless inappropriate within the education setting. Examples of sexual harassment include, but are not limited to:

Employee actions that meet the definitions within this policy are prohibited.

In recognition of the level of trust placed in District employees, the duty of care District employees have towards their charges, and the need for District employees to model appropriate behavior for their charges, the District has, and will continue to hold, its employees to a high standard of behavior. Employees whose actions are determined to be in violation of the provisions of this policy, another personnel policy, the Division of Elementary and Secondary Education Rules Governing the Code of Ethics for Arkansas Educators, or criminal conduct that statutorily prohibits employment by a school district may be recommended for discipline up to and including termination of the employee’s contract for employment. In addition to other forms of discipline, conduct in violation of the Rules may be reported to the Professional Licensure Standards Board.

Legal References:      A.C.A. § 6-17-301  
                                 A.C.A. § 6-17-414  
                                 A.C.A. § 6-17-415  
                                 DESE Rules Governing the Code of Ethics for Arkansas Educators

Date Adopted: April 14, 2022

Last Revised: May 16, 2033

#### **8.48—CLASSIFIED PERSONNEL NAME, TITLE, OR PRONOUN**

Unless a District employee has the written permission of the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis to the student or the student if the student is an emancipated minor or over eighteen (18) years of age, a District employee shall not address a student with a:

3. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
4. Pronoun or title that is inconsistent with the student's biological sex.

A District employee shall not be subject to adverse employment action for declining to address a person using a:

- c. Name other than that listed on the student's birth certificate, except for a derivative of the name; or
- d. Pronoun or title that is inconsistent with the person's biological sex.

Legal Reference: A.C.A. § 6-1-108

Date Adopted: May 16, 2023

Last Revised:

## **8.49 CLASSIFIED EMPLOYEES BUS DRIVER 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.

### **Scope of Policy**

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

1. The employee shall possess a current driver’s license authorizing the individual to operate the size school bus the individual is hired to drive;
2. Have undergone a Department of Transportation (DOT) physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the last two years; and
3. A current valid certification of school bus driver in service training.

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

- The district receiving a negative drug test result for that employee;
- The employee submitting an electronic authorization through the Clearing 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 Data Base; 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 employee who perform safety functions shall annually 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”).

### **Definitions**

“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.

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

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

#### **Testing for Cause**

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

#### **Refusal to Submit**

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

- 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, or who exceed the acceptable limits for the respective tests shall no longer be allowed to perform safety-sensitive functions. Actions regarding their continued employment shall be taken in relation to their inability to perform these functions and could include termination or non-renewal of their contract of employment.

Drivers who exhibit signs of violating the prohibitions of this policy relating to alcohol or controlled substances shall not be allowed to perform or continue to perform safety-sensitive functions if they exhibit those signs during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the provisions of this policy. This action shall be based on specific, contemporaneous, articulable observations concerning the behavior, speech, or body odors of the driver. The Superintendent or his/her designee shall require the driver to submit to "reasonable suspicion" tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver, the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of twenty-four (24) hours from the time the observation was made triggering the driver's removal from duty.

If the result 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 (3<sup>rd</sup>) business day following the date the District obtained the information:

1. An alcohol confirmation test result with an alcohol concentration of .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 (3<sup>rd</sup>) business day following the date the District obtains actual knowledge of:

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

A.C.A. § 6-19-119  
A.C.A. § 27-23-105  
A.C.A. § 27-23-101 et seq.  
A.C.A. § 27-51-1504  
49 C.F.R. § part 40  
49 C.F.R. § 382.101-605  
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: May 13, 2004

Last Revised: April 10, 2014

Last Revised: May 14, 2020

Last Revised: May 13, 2021

## **8.50 PAYMENT FOR UNUSED SICK LEAVE**

### **Excess Sick Leave**

At the beginning of a new contract year, each noncertified personnel shall be credited with as many additional days as their contract allows. Any noncertified personnel who would have a balance above their one hundred twenty (120) sick leave days shall have the balance reimbursed to them at the lowest rate of certified teacher substitute pay. Such payments would occur at the time each noncertified personnel receives his first check of the new year. Retirement deductions are applicable to payment of unused sick leave.

### **Retirement**

Upon retirement, the noncertified personnel shall be eligible to be paid for accumulated sick leave up to one hundred twenty (120) days at the lowest rate of certified teacher substitute pay.

Only those noncertified personnel who have a minimum of ten (10) years' service in the Greenwood Schools shall be eligible for the above payment. The payment will be made upon proof of retirement from the Arkansas Teacher Retirement System and Arkansas Public Employees Retirement System.

### **Employee Death Benefit**

Full pay for any accumulated sick leave days will be made to a noncertified personnel's estate if said noncertified personnel dies while under contract to Greenwood Schools and if said noncertified personnel has been employed by the School for a minimum of ten (10) years. A full day's pay will be allowed for each regular day of sick leave accumulated, with a maximum of ninety (90) days allowed.

Date Adopted: May 13, 2004

Last Revised: June 14, 2012

Last Revised: June 14, 2018



## **8.51 NONCERTIFIED PERSONNEL TRANSFER OR DONATION OF SICK LEAVE**

Noncertified personnel of Greenwood School District who have exhausted both their sick leave days and the five hardship days may request other employees to donate sick leave to their account. The request for donated days must first take place in the building where the employee works, and then may be expanded to other buildings if necessary. When a request is made for donated days, the request must specify the number of days being requested, and must be based upon days actually missed. Employees receiving donated days may not end the year with any sick leave days accredited to their account. The employee, working with the immediate supervisor, shall fill out the Sick Leave Donated Days Form, and employees wishing to donate must sign the form and state the number of days they would like to donate. Days being given by employees to the requester will be credited to his/her sick leave account in the order reflected on the Donated Days Form.

For school employees who are pregnant that have exhausted both sick leave and hardship sick leave days, donated sick leave days may be solicited. Beginning with the date of delivery the employee may solicit up to twenty-five (25) days of donated sick leave. Any portion of sick leave that has not been used at the date of delivery must first be used along with the five (5) hardship sick leave days prior to seeking donated days. Donated days may be solicited only for the remaining portion of the twenty-five (25) days not covered by regular sick leave or hardship sick leave days.

### Spousal Donations

District employees who are husband and wife are eligible to utilize each other's sick leave. Written permission must be received for each day of donated sick leave.

Sick leave may be transferred under the following circumstances:

- a) The receiving spouse has exhausted his/her accumulated sick leave days
- b) The transferring spouse has an accumulation of one or more sick leave days
- c) The transferring spouse shall complete a transfer of sick leave form requesting the transfer. This form is to be turned into the employee's supervisor. The transferred sick days are not to exceed the balance of the transferring spouse.

Date Adopted: May 13, 2004

Last Revised: June 22, 2006

## **8.52 NONCERTIFIED PERSONNEL RESIGNATIONS**

All resignations should be in letter form, addressed to the Superintendent of schools.  
Resignations during the school year should be announced in advance, as much as possible.

Date Adopted: May 13, 2004

Last Revised:

### **8.53 NONCERTIFIED PERSONNEL HARDSHIP DAYS**

Noncertified personnel of the Greenwood Schools who should have an extreme illness or severe illness or death in the immediate family, but has no sick leave to their credit shall be eligible for hardship days," but for no longer than a period of five (5) days per year.

An "extreme illness" shall be an illness that calls for hospitalization, or direct doctor supervision or severe illness of an immediate family member. Also, these days shall apply to a death of an immediate family member.

These days shall not be accumulative.

These days shall be cleared through the office of the noncertified personnel's immediate supervisor.

When "hardship days" are used, one-half the base cost of a certified substitute's pay shall be withheld from the noncertified personnel's check

Substitute pay will be deducted regardless of whether a substitute is hired or not.

Date Adopted: May 13, 2004

#### **8.54 STAFF POSITIONS AND VACANCIES**

Notifications of and information concerning new positions and staff vacancies not filled by transfer shall be posted on the district website at the time the vacancy occurs or when a new position is established.

Date Adopted: May 13, 2004

Last Revised: June 9, 2011

## **8.55 BACKGROUND CHECKS FOR NONCERTIFIED PERSONNEL**

All noncertified personnel newly hired by the Greenwood School District are required by state law to successfully pass background checks as a condition for employment. These shall include an Arkansas State Police and FBI criminal background check and clearance from the Arkansas Child Maltreatment Registry. The cost of the background checks shall be borne by the employee.

All bus drivers or substitute bus drivers are required to successfully pass the appropriate background checks as a condition of employment. Drivers will bear the initial cost of the checks, but may apply for reimbursement by the District after having completed twenty (20) trips for the District.

All substitute teachers are required to successfully pass the appropriate background checks as a condition of employment. Substitute teachers will bear the initial cost of the checks, but may apply for reimbursement by the District after having completed twenty (20) days of substitute work for the district.

Date Adopted: May 13, 2004

Last Revised: June 12, 2008

## 8.56 CLASSIFIED PERSONNEL HEALTH CARE COVERAGE REPORTING

### Definitions

- "ACA" is the Affordable Care Act
- "Full-time employee" means a classified employee who works twenty (20) or more hours a week.
- "Responsible individual" means a primary insured employee who, as a parent or spouse, enrolls one or more individuals in a district's health care plan.
- "Tax Identification Number (TIN)" means an individual's social security account number.

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 ADE 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.

### TIN Reporting

All classified employees are required to complete and return 8.41F-Health Care Coverage and TIN Report Form by no later than October 1 of each year. All employees that meet the **above** definition of a responsible individual are required to include the name, date of birth, and TIN of any dependent that receives health insurance through a District offered health care plan. Due to very significant penalties and sanctions contained within the ACA that the Internal Revenue Service (IRS) could levy against the District for the failure to submit required information to the IRS, the failure of any employee to submit a completed copy of 8.41F-Health Care Coverage and TIN Report Form by October 1<sup>3</sup> shall be grounds for disciplinary action against the employee up to and including termination or non-renewal of contract.

### Statement of Return

Under provisions of the ACA, the District is required to file information with the IRS pertaining to each employee. The District is also required to send each full time employee a Statement of Return (Statement). Each full-time employee shall receive a Statement from the District by January 31 of each year. The Statement contains information the District provided to the IRS, as required by law, regarding the employee's health insurance coverage. Each Statement consists of important District identification and contact information and a copy of the documents the District filed with the IRS concerning the employee's health care coverage. As with other tax documents, the information contained in the Statements covers the immediately preceding calendar year. Only one statement will be provided to a household with an employee who meets the **above** definition of a responsible individual. The employee shall receive a paper copy of the Statement unless the employee completes and returns 7.23F-Electronic Receipt of Statements Consent Form.

Legal References:      A.C.A. § 6-17-2202  
                                 26 U.S.C. § 6055  
                                 26 U.S.C. § 6056  
                                 26 U.S.C. § 6109

Date Adopted: April 10, 2014

## 8.56F CLASSIFIED PERSONNEL HEALTH CARE COVERAGE AND TIN REPORT FORM

The District requires all classified employees to complete the following form **each year** and return it to the District's administrative office by October 1. In accordance with Arkansas law, the District shall not use, display, release, or print any of the information on this form for any other purpose than to comply with IRS regulations.

### Definition

"Tax Identification Number (TIN)" means an individual's social security account number.

### Health Insurance Information

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

TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Please select the box that most accurately describes your health insurance coverage for the **current year**:

\_\_\_\_\_ Neither I nor any of my dependents received health insurance through one of the District's health insurance plans during the **current calendar year**. (No coverage through District)

\_\_\_\_\_ I alone received health insurance through one of the District's health insurance plans during the **current calendar year**. (Employee only coverage through the District)

\_\_\_\_\_ Both I and my dependent(s) received health insurance through a District's family or spousal health insurance plan during the **current calendar year**. A spouse is included in the definition of a dependent. (Employee plus children, Employee plus spouse, Employee plus spouse and children)

If you had a family or spousal health care plan during the current year, please complete the following:

#### Dependent 1

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ DOB \_\_\_\_\_

#### Dependent 2

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ DOB \_\_\_\_\_

#### Dependent 3

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ DOB \_\_\_\_\_

#### Dependent 4

Name: \_\_\_\_\_ TIN: \_\_\_\_\_ DOB \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Adopted: April 10, 2014

## **8.57 REQUIREMENTS FOR PARAPROFESSIONALS**

Greenwood School District requires that paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have;

- 1) Completed at least two (2) years of study at an institution of higher education;
- 2) Obtained an associate’s (or higher) degree;
- 3) Taken and passed the Parapro Assessment Test certifying they are highly qualified; or
- 4) Satisfied any other state or federal requirement for paraprofessionals to be “highly qualified.”

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment.

Legal Reference:        20 USC § 6319(c)(d)(e)

Date Adopted: June 22, 2006

Last Revised:



## **8.58 STANDARDS FOR BUS DRIVERS**

No person physically defective or of unsound mind, known to be a habitual drunkard, or of immoral habits, or who has been convicted within the past five (5) years of operating a vehicle in a reckless manner or while under the influence of intoxicating liquor or narcotic drugs, who has a general reputation of being a fast or reckless operator of motor vehicles without regard to the right of others, who is less than nineteen (19) years of age, shall be permitted or employed to act as chauffeur or operator of any school bus.

All school bus drivers must be at least nineteen (19) years of age and must have at least two (2) years' experience as a regular licensed driver of a motor vehicle, must attend such school bus driver training courses as the State Board of Education may require, satisfactorily pass a CDL test on traffic laws and safety regulations for the operation of school buses and a road test for bus drivers, given under the supervision of the State Highway Patrol or the State Department of Education.

School bus drivers are not to allow any person to substitute for him/her unless the Director of Transportation shall first approve the substitute, and it being understood that any driver of the bus shall possess the qualifications and conform to the provisions of all State and Federal laws and regulations affecting school bus drivers.

Bus drivers must operate their buses at a safe speed at all times.

All bus drivers must obtain a DOT physical examination every two (2) years.

All bus drivers must attend a bus driver's safety class once a year. Drivers will be paid for attending the class. The State Department of Education will determine the amount paid.

All bus drivers must check their bus after each route to be certain that no student is left on their bus.

All bus drivers must participate in a random drug testing program to be administered by the school district designee.

Date Adopted: May 13, 2004

Last Revised: