

# DERMOTT SPECIAL SCHOOL DISTRICT

## NON-CERTIFIED/CLASSIFIED PERSONNEL POLICIES

### SCHOOL BOARD MEMBERS

Stephanie Jones, President  
Leroy Kennedy, Vice President  
Lexa McMickle, Secretary  
Lucan Hargraves  
Clarence Thrower  
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### Committee Members

Tonya Allen  
Natasha Figures  
Stephanie Hinson  
Katherine Mitchell  
Charlotte Mosby  
Linda Tyler

### SUPERINTENDENT

Kristi Ridgell

Adopted: September 9, 2021

**Policy Manual(model polices), Adopted September 9, 2021**

GC	Classified Personnel Section
SN	Excludes school management and supervisory Personnel classified under CG policies.
GCA	Compensation Guides and Contracts (Cf. EGA)
SN	Scope of category determined by actual agreements in force. See Handbook.
GCAA	Merit System
GCB	Positions
GCBA	Qualifications and Duties
SN	Job descriptions listed and coded
(GCBAA, GCBAB, etc)	Job-by-job
GCC	Recruitment
GCD	Hiring
GCE	Assignment
GCF	Orientation
GCG	Probation
GCH	Supervision
GCI	Evaluation
GCJ	Promotion
GCK	Suspension
GCKA	Lay-Off
GCL	Tenure
GCM	Transfer
GCN	Separation
GCO	Resignation
GCP	Re-employment
GCQ	Retirement
GCR	Working Conditions
GCRA	Health Examinations
GCRAA	Drug Free Workplace
GCRAF	Drug and Alcohol Testing for Bus Drivers
GCRA G	Workmen's Compensation
GCRB	Time Schedules
GCRC	Work Load
GCRD	Overtime Pay
GCRE	Expenses (Cf. DJD)
GCRF	Non-School Employment

GCRG	Leaves and Absences
GCRGA	Emergency and Legal
GCRGB	Illness
GCRGC	Maternity
GCRGD	Military
GCRGE	Religious
GCRGF	Bereavement
GCRH	Vacations
GCRI	Paid Holidays
GCS	Employee Organizations (Cf. HBH)

## Policy Name----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.<sup>1</sup> 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 2021-2022 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.<sup>2</sup>

Before the superintendent may make a recommendation to the Board that an individual be hired by the District, the superintendent shall check the Arkansas Educator Licensure System to determine if the individual has a currently suspended or revoked teaching license or a current Level 3 or Level 4 public notification of ethics violation. An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity. An individual with a current Level 3 or Level 4 public notification of ethics violation shall not be recommended for employment by the District.

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

Inquiries on non-discrimination may be directed to Kristi Ridgell who may be reached at (870)-538-1000 ext 1601.

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 <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves your area, or call 1-800-421-3481.

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

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

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

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

In order for an applicant to receive the 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.

SALARY

1. The salary of a non-certified person who begins work with the Dermott Public School for the first time will be no less than the prevailing minimum wage.
2. The skills necessary to perform a particular job and a person's experience will be factors in determining an individual's starting salary.
3. The board reserves the right to determine specific pay periods and the days those periods shall cover. These periods and days shall be stated in an employee's contract.
4. Raises may be given each year if the money is available. The board will determine the amount of increase and whether the increase will be a percentage raise or an "across the board" raise.
5. A day's salary for an employee will be determined as follows:
  - a. Employees paid monthly: A day's salary shall be determined by dividing the salary as stated in the employee's contract by the number of working days, as determined by the superintendent, in the contract. The total number of working days shall normally be 190 for 9 month employees, 200 for 10 month employees, 210 for 11 month employees and 240 for 12 month employees with the exception of the custodial, maintenance and bus maintenance employees, who work on a 240 day work year.
  - b. Employees paid on an hourly basis: A day's salary will be determined by multiplying the normal number of hours worked per day by the hourly rate as stated in the employee's contract.

Legal References:

Act 822 of 1989; Act 223 of 1971; Act 376 of 1977.

Policy Name: PAYROLL DEDUCTIONS

Policy Code: GCAA

Date Adopted: 8-8-2002

A. INSURANCE

1. Payroll deductions may be made for insurance plans as approved by the board.
2. An employee wishing payroll deductions for insurance should contact the Administration Center or a company representative for the necessary forms.
3. Accident insurance sold to student is also available to teachers and to non-teaching employees.

Policy Name: WRITTEN SALARY SCHEDULES      Policy Code: GCAB

Date Adopted: 8-8-2002

\_\_\_\_\_ It shall be the policy of the Board of Directors that:

1. The school district shall adopt written salary schedules for classified personnel annually and shall file such schedules with the Department of Education no later than September 15 for the school year in which they are in effect.
2. Such schedules shall reflect the actual pay practices of the district for classified personnel.

Legal References:

Act 391 of 1999

2021-2022

DERMOTT SCHOOL DISTRICT

180 DAY NON-CERTIFIED SALARY Two or more years (60 hours) of college credit (College Transcript Necessary)

EXPERIENCE	SALARY
	\$16,289.42
1	\$16,397.57
2	\$16,505.72
3	\$16,613.87
4	\$16,722.02
5	\$16,830.17
6	\$16,938.32
7	\$17,046.47
8	\$17,154.62



9	\$17,262.77
10	\$17,370.92
11	\$17,479.07
12	\$17,587.22
13	\$17,695.37
14	\$17,803.52
15	\$17,911.67

Approved:

180 days-108.15 per step

2021-2022  
DERMOTT SCHOOL DISTRICT  
190 DAY NON-CERTIFIED SALARY SCHEDULE AIDES,  
SECRETARIES, ETC.

Two or more years (60 hours) of college credit. College transcript necessary.

EXPERIENCE

SALARY

0	\$17,194.39
1	\$17,302.54
2	\$17,410.69
3	\$17,518.84
4	\$17,626.99
5	\$17,735.14
6	\$17,843.29
7	\$17,951.44
8	\$18,059.59
9	\$18,167.74
10	\$18,275.89
11	\$18,384.04

12	\$18,492.19
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13	\$18,600.34
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14	\$ 18,708.49
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15	\$18,816.64
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Approved:

2021-2022  
DERMOTT SCHOOL  
DISTRICT CAFETERIA  
DIRECTOR

EXPERIENCE	SALARY
	\$16,800.00
1	\$16,896.53
2	\$16,993.06
3	\$17,089.59
4	\$17,186.12
5	\$17,282.65
6	\$17,379.18
7	\$17,475.71
8	\$17,572.24
9	\$17,668.77
10	\$17,765.30
11	\$17,861.83
12	\$17,958.36
13	\$18,054.89
14	\$18,151.42
15	\$18,247.95

Approved:

200 day contract 1.1 multiplier

\$96.53 per step increase

2021-2022  
DERMOTT SCHOOL DISTRICT LEAD MAINTENANCE  
PERSONNEL

EXPERIENCE	SALARY
	\$20,160.00
1	\$20,256.53
2	\$20,353.06
3	\$20,449.59
4	\$20,546.12
5	\$20,642.65
6	\$20,739.18
7	\$20,835.71
8	\$20,932.24
9	\$21,028.77
10	\$21,125.30
11	\$21,221.83
12	\$21,318.36
13	\$21,414.89
14	\$21,511.42
15	\$21,607.95

Approved: \_\_\_\_\_

Contract is for a period of 240  
days \$96.53 per step increase  
days

Contract is for a period of 240

2021-2022  
DERMOTT SCHOOL  
DISTRICT DISTRICT  
TREASURER

EXPERIENCE

SALARY

\$25,435.18

1 \$25,531.71

2 \$25,628.24

3 \$25,724.77

4 \$25,821.30

5 \$25,917.83

6 \$26,014.36

7 \$26,110.89

8 \$26,207.42

9 \$26,303.95

10 \$26,400.48

11 \$26,497.01

12 \$26,593.54

13 \$26,690.07

14 \$26,786.60

15 \$26,883.13

Approved:

12 months (240 days) contract 1.3  
multiplier

2021-2022  
DERMOTT SCHOOL DISTRICT

SCHOOL NURSE (RN)

SALARY \$204.22 PER DAY

Approved:

2021-2022  
DERMOTT SCHOOL DISTRICT

JUNIOR/HIGH SCHOOL ISS INSTRUCTOR

EXPERIENCE	SALARY
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	\$16,363.14
1	\$16,459.67
2	\$16,556.20
3	\$16,652.73
4	\$16,749.26
5	\$16,845.79
6	\$16,942.32
7	\$17,038.85
8	\$17,135.38
9	\$17,231.91
10	\$17,328.44
11	\$17,424.97
12	\$17,521.50
13	\$17,618.03
14	\$17,714.56
15	\$17,811.09

Approved:180 day contract

\$96.53 per step increase

2021-2022  
DERMOTT SCHOOL  
DISTRICT HEAD  
MECHANIC

EXPERIENCE	SALARY
	\$28,934.81
1	\$29,031.34
2	\$29,127.87
3	\$29,224.40
4	\$29,320.93
5	\$29,417.46
6	\$29,513.99
7	\$29,610.52
8	\$29,707.05
9	\$29,803.58
10	\$29,900.11
11	\$29,996.64
12	\$30,093.17
13	\$30,189.70
14	\$30,286.23
15	\$30,382.76

Approved:  
240 day contract  
\$96.53 per step  
increase

2021-2022  
DERMOTT SCHOOL DISTRICT TRANSPORTATION DIRECTOR

EXPERIENCE	SALARY
	\$19,940.80
1	\$20,037.33



2	\$20,133.86
3	\$20,230.39
4	\$20,326.92
5	\$20,423.45
6	\$20,519.98
7	\$20,616.51
8	\$20,713.04
9	\$20,809.57
10	\$20,906.10
11	\$21 002.63
12	\$21,099.16
13	\$21,195.69
14	\$21 292.22
15	\$21,388.75

Approved:220 day contract  
\$96.53 per step increase

2021-2022  
DERMOTT SCHOOL  
DISTRICT DUE PROCESS  
CLERK

EXPERIENCE	SALARY
	\$19,077.96
1	\$19,174.49
2	\$19,271.02
3	\$19,367.55
4	\$19,464.08
5	\$19,560.61
6	\$19,657.14
7	\$19,753.67
8	\$19,850.20
9	\$19,946.73
10	\$20,043.26
11	\$20,139.79
12	\$20,236.32
13	\$20,332.85
14	\$20,429.38
15	\$20,525.91

Approved:

10 months (200 days) contract 1.1

multiplier

\$96.53 per step increase

Policy Name: PERSONNEL RECORDS

Policy Code: GCAD

Date Adopted: 8-8-2002

## CREDENTIALS TO BE FILED IN THE ADMINISTRATION CENTER

1. Non-certified employees shall place on file in the Administration Center a Social Security number, state and federal withholding tax exemption forms, and a certificate of health stating freedom from tuberculosis. (See portion of Act 97 of 1977, below.) S.L.A. 6-17-101

“Any new employee coming into the district shall present to the Secretary of the Board of directors of the employing district, a certificate of health dated not more than 90 days prior to date of its presentation stating that said employee is free from tuberculosis.”

2. Secretaries and aides shall file birth certificates and teacher retirement forms. Participation in the teachers retirement system is mandatory for secretaries and aides. (7/18/90)
3. Other non-certified personnel shall file state retirement forms.
4. The administration may request that an employee file proof of a physical examination by a licensed medical doctor (M.D.)

### Legal References:

Act 49 of 1987

Policy Name: CLASSIFIED STAFF POSITIONS

Policy Code: GCB

Date Adopted: 8-8-2002

The Superintendent of Schools shall recommend to the board of Education such non-professional personnel as may be necessary to provide adequate support to the instructional program of the schools. These employees will include persons to manage and operate the following support services:

1. Clerical Support.
2. Transportation.
3. Food Service.
4. Custodial.
5. Maintenance of Plant.
6. Other as may be needed.

Legal References:

None

Policy Name: CLASSIFIED PERSONNEL  
QUALIFICATIONS AND DUTIES

Policy Code: GCBA

Date Adopted: 8-8-2002

The school district shall maintain a staff of employees who are not certified by the State Department of Education in the necessary non-instructional capacities: clerical, custodial, food service, transportation, health and maintenance. These employees shall perform those necessary duties as are stipulated by the Superintendent of Schools. (At the time of employment, the superintendent will supply Classified persons with a copy of their job description. This will become an attachment.) It shall be the duty of the Superintendent of Schools to recommend the employment of the individual members of the non-instructional staff to the Board of Education for approval and employment. The superintendent shall consider as far as it is possible the wishes of employees in placement and assignment. Employees may be assigned, or transferred by the decision of the superintendent. Salaries will be commensurate to duties performed and the prevailing wage of the area. All non-instructional personnel are covered by Social Security and entitled to benefits there of.

A full-time non-certified employee must work a minimum of 900 hours a year. All non-certified employees are covered by Social Security.

Membership in Arkansas Teacher Retirement System is required for all non-certified employees after July 1, 1989. Part-time non-certified employees, such as substitutes, may exclude themselves from membership.

All clerical aides will be required to work for a full day the opening day of

school and at the close of semesters when school is dismissed at noon unless otherwise directed by their principals.

### Legal References:

Act 793 of 1977

Policy Name: CLASSIFIED PERSONNEL  
STAFF RIGHTS & RESPONSIBILITIES

Policy Code: GCBA

Date Adopted: 4-8-2003

The Board of Education recognizes that each employee has the same civil and constitutional rights as any other citizen.

It is believed by the staff, administration, and the Dermott School board that many actions are neither ethical nor acceptable. The following is a list of acts or actions which may warrant reprimand by the principal, superintendent, or board. Suspension or termination may result at the discretion of the administration with approval of the board. This list is considered to be partial and does not limit itself:

1. Possession of alcoholic beverage on school campus.
2. Under the influence of alcohol on campus during school hours or at a school function whether on campus or elsewhere.
3. Possession of non-prescription illegal drugs on campus.
4. Under the influence of non-prescription illegal drugs on campus during school hours or at a school function whether on campus or elsewhere.
5. The use of vulgar, suggestive, foul, or profane language on the school campus or at any school function or any school connected activity.
6. The use of obscene gestures on campus during school hours or at any school connected activity.
7. Committing an immoral act with any school employee or student on the school campus.
8. In order to meet the requirements of the Drug-Free Workplace Act of 1988 no employee of the Dermott School District shall engage in the unlawful manufacturing, distribution,

dispensing, possession or use of a controlled substance on school campus during school hours or at a school function whether on campus or elsewhere. An employee will be considered in violation of the policy if convicted of a criminal drug offense resulting from a violation occurring on school campus during school hours or at a school function whether on campus or elsewhere.

**Violation of any of the above eight numbered acts will be governed by the Teacher Fair Dismissal Law.**

Policy Name: <u>EQUAL OPPORTUNITY EMPLOYMENT</u>	Policy Code: <u>GCBA</u>
	Date Adopted: <u>8-2-2002</u>

No person in the Dermott School District shall, on the basis of race, color, creed, religion, sex, age, handicap, national origin or similar personal distinction, be denied the benefits of or be subjected to discrimination in regard to employment, retention, promotion, transfer or dismissal in any educational program or activity which is under the jurisdiction of the board.

Legal References:

U.S. Const. Amend. XIV. & 1; 42 U.S.C. & 2000e-1 to 17; 20 U.S. & 1681 et seq; U.S.C. & 794; 29 U.S.C. & 621 et. seq. See: Massachusetts Board of Retirement v. Murgia, 96 S. Ct. 2562, 1976; International Brotherhood of Teamsters v. United States, 97 S. Ct. 1843 (1977); Griggs v. Duke Power Company, 91 S. Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F. 2d 1211 (5<sup>th</sup> Cir. 1969)

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Policy Name: CLASSIFIED PERSONNEL-  
RECRUITMENT

Policy Code: GCC

Date Adopted: 4-8-2003

It shall be the policy of the school board that:

Persons desiring employment shall file written application at the superintendent's office, setting forth in their application experience and other information as may be requested. It shall be the policy of the board to post notices in public places and/or in the local newspaper of all vacancies. Applications shall then be received and selection shall be made by the Board of Education based upon the recommendation of the superintendent at the next regular board meeting.

Legal References:

None

Policy Name: CLASSIFIED PERSONNEL  
HIRING

Policy Code: GCD  
Cf. GCRA



It shall be the policy of the school board that all non-professional personnel will be recommended for employment and re-employment by the superintendent.

- A. Hiring shall be done on the basis of education, training, experience, special skills, and ability to perform the job.

Legal References:

Act 653 of 1989

Policy Name: CRIMINAL BACKGROUND CHECKS  
FOR CLASSIFIED STAFF

Policy Code: GCDA

Date Adopted: 4-4-2003

## SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS FOR BACKGROUND CHECK NON-CERTIFIED PERSONNEL

Act 1317 of 1997 mandates the Board of Directors of the school district or education service cooperative to require, as a condition for initial employment in a non-certified staff position, any person making an application to apply to the Identification Bureau of the Department of Arkansas State Police for a State and Nationwide criminal records check, the latter to be conducted by the Federal Bureau of Investigation. The check must conform to applicable federal standards and including the taking of fingerprints.

A non-certified staff position is considered to be any job that does not require the person to hold a license by the State Board of Education and is either a full-time job, a full-time/part-time job, or is a job as a substitute teacher for 30 days or more during a school year. Applicants must sign a release of information to the Department of Education. The applicant will be responsible to the Arkansas State Police for the payment of the fee associated with the criminal records check.

### Legal References:

Act 1314 of 1997

Policy Name: PERSONNEL - CENTRAL  
OFFICE EMPLOYEES

Policy Code: GCDA

Date Adopted: 8-8-2002

It shall be the policy of the school board that the superintendent be responsible for the following:

There shall be a head secretary so designated by the Board of Education who shall be responsible for the daily routine of the office. The head secretary shall be directly responsible to the superintendent.

The central office staff shall consist of a number of employees adequate to carry out the administrative functions of the school. Accounting, payroll, federal programs, and all other reports required by the State Department of Education shall emanate from the central office.

It shall be the policy of the school board to delegate the responsibility and authority to the superintendent to assign support staff throughout the district as needed. The staff member will be provided orientation, training, and assignment to specific tasks by his/her immediate supervisor.

Legal References:

Act 654 of 1991.

Policy Name: ORIENTATION-CLASSIFIED  
PERSONNEL

Policy Code: GCF

Date Adopted: 8-8-2003

The Board of Education recognizes the importance of an organized system-wide orientation program for all classified employees new to the School District each school year, and directs the Superintendent to plan and implement an orientation program in accordance with legal and other requirements.

Legal References:

Ark. Stat. Ann. §80-509

Policy Name: PROBATION

Policy Code: GCG

Date Adopted: 8-8-2002

The board of Education shall require each classified employee to serve a probationary period of two (2) successive years of employment in the School District. During the probationary period, the Superintendent may recommend to the Board non-renewal of a classified employee's contract.

The Board shall act on the recommendation and the Superintendent shall notify the employee, the decision of the Board.

Legal Reference:

None

Policy Name: SUPERVISION-CLASSIFIED  
PERSONNEL

Policy Code: GCH  
(Also GBH)

Date Adopted: 8-8-2002

The Board of Education is vested with the general administration and supervision of the School District. Actual supervision, administration and maintenance of the District is delegated to the Superintendent of Schools as the executive officer of the Board. At the discretion of the Superintendent, appropriate supervisory duties may be delegated to district staff members as required.

Legal References:

Ark. Stat. Ann. §§80-213, 80-509

Policy Name: CAFETERIA SUPERVISOR Policy Code: GCHA

Date Adopted: 8-8-2002

Major Responsibilities:

1. The cafeteria supervisor shall be directly responsible to the superintendent.

2. The cafeteria supervisor shall operate an adequate school lunch program in accordance with federal and state regulations and be responsible for the performance of all school food services personnel.
3. A monthly report shall be prepared by the cafeteria supervisor. Supporting records shall be maintained and prepared for an annual audit.
4. Lunches shall be served at a reasonable cost to all students and school personnel.
5. Specific Duties shall be:
  - a. Prepare a financial report on all cafeterias for the superintendent.
  - b. Handle recommendations for cafeteria personnel selection, dismissal, and assignment.
  - c. Provide required information to district central office for preparation of payroll of cafeteria staff.
  - d. Requisition food, supplies, and equipment for school food services.
  - e. Prepare menus for all schools.
  - f. Responsible for the acceptance and delivery of county school commodities and the reports required.
  - g. Recommends purchase of all kitchen and dining room equipment replacement and maintenance.
  - h. Plans and supervises all special functions that are served by school cafeteria and personnel.
  - i. Directs the implementation and monitoring of the Free Lunch Program.

Policy Name: MAINTENANCE SUPERVISOR

Policy Code: GCHAA

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Date Adopted: 8-8-2002



The maintenance supervisor shall be responsible for the upkeep, repair, and maintenance of school property and facilities. The maintenance supervisor shall be directly responsible to the superintendent.

1. The maintenance supervisor shall recommend to appoint, demote, assign, and separate personnel of the school maintenance and custodial services to the superintendent.
2. The supervisor shall delegate to the custodial staff the responsibility for the safety and satisfactory conditions of the buildings and grounds and all machinery and equipment relating to heating, plumbing, ventilation, and operation of the school except such equipment or machinery as is used for instructional purposes. Custodians shall be under the immediate supervision of the principal and under the general supervision of the maintenance supervisor.
3. It shall be the policy of the district and carried out by the maintenance supervisor to recommend for hire maintenance and custodial personnel who are physically qualified to discharge all duties required by those departments.
4. Some of the more specific duties of the maintenance supervisor shall be:
  - a. To maintain proper distribution of school furniture and moveable fixtures.
  - b. To place buildings and grounds in condition for safe, sanitary, and efficient operation, and continuously inspect, appraise, and maintain such condition throughout the term of their operation.
  - c. To supervise the maintenance of an inventory of all property utilized by the buildings and grounds personnel.
  - d. To recommend for requisition the equipment and supplies needed for the efficient operation and maintenance of all school property.
  - e. To recommend to the superintendent the personnel needed to maintain grounds and other school property.

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## GCHAA

- f. \_\_\_\_ To direct, in general, the work of all custodians.
- g. To distribute custodial supplies as needed and upon requisition by the school principal.
- h. To assign custodial personnel to the schools and to supervise the technical phases of the custodian's work through and with the principals.
- i. To maintain a continuous training program for custodial personnel.
- j. To report to the superintendent on conditions in the school buildings and grounds and to recommend changes and improvements which need to be made.
- k. To perform other duties as assigned by the superintendent.

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Policy Name: PERSONNEL - BUS DRIVERS  
DUTIES - SCHEDULE

Policy Code: GCHAB

Date Adopted: 4-8-2003

It shall be the policy of the school board that:

### Duties and Responsibilities

Bus drivers employed by the district will be responsible to the superintendent. It is the responsibility of each driver to keep his bus clean and report any mechanical trouble to the school mechanic. All bus drivers must have a complete physical examination every other year, CDL License, T. B. Skin Test, must have a Criminal Background Check and must be the age of 21.

### Days Off

Bus drivers shall be off on all days school is not in session.

Policy Name: DERMOTT SCHOOL DISTRICT  
EVALUATION POLICY FOR CLASSIFIED PERSONNEL

Policy Code: GCI

Date Adopted: 4-8-2003

It shall be the policy of the school board that non-professional personnel will be evaluated by the appropriate supervisor. The superintendent will be responsible to implement these evaluation procedures.

Legal References:

Ark. Stat. Ann. &&80-1256; Act 110 of 1983, first Extraordinary Session.

Policy Name: CLASSIFIED PERSONNEL-  
PROMOTION-DEMOTION

Policy Code: GCI

Date Adopted: 8-8-2002

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

1. Promotions

Vacated or newly established positions shall be filled, to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

2. Demotions

An employee shall be subject to demotion under the following conditions:

- A. If he has been found unsuited for his present position but may be expected to give satisfactory service in a lower paying position.
- B. If his position has been either abolished or reallocated to a lower pay scale and he cannot be transferred to a position of equal pay. Under such circumstances it shall be clearly indicated on all papers prepared in connection with the demotion that the transaction in no way reflects on the employee's performance or ability, except as indicated in paragraph one.

3. When positions become vacant, persons presently employed by the school district will, if qualified, receive due consideration. As positions become officially open, the vacancies will be posted on the hall bulletin board in the central office building of each school. Non-certified staff as well as the general public are welcome to inspect bulletin boards at

any time during office hours.

Legal References:

None

Policy Name: SUSPENSION AND DISMISSAL Policy Code: GCK

Date Adopted: 4-8-2003

An employee of the Dermott School District may be suspended by the superintendent from duty for disciplinary reasons pending investigation of charges which, if substantial, will result in dismissal. The employee will be provided written notice within two (2) school days of the suspension.

Legal References:

None

**Policy Name: CLASSIFIED PERSONNEL REDUCTION IN FORCE**

**SECTION ONE**

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

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

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

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

Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than one hundred sixty (160) days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position. There is no right or implied right for any employee to "bump" or displace any other employee. This specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.<sup>1</sup> 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.

### **Option 1**

There shall be no right of recall for any classified employee.

### **Option 2**

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

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have ten (10) working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most years of service who responds within the ten (10) day time period. A lack of response, as

evidenced by an employee's failure to respond within ten (10) working days, or a non-renewed employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed employee. No further rights to be rehired because of the reduction in force shall exist.

## **SECTION TWO<sup>2</sup>**

### **Option A<sup>2</sup>**

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

### **Option B<sup>2</sup>**

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

Such employees will not be considered as having any seniority within the Dermott District and may not claim an entitlement under a reduction in force to any position held by a Dermott 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 the superintendent's 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 Dermott District's reduction-in-force policy. Any such employees who are non-renewed or terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the reduction-in-force process.

This subsection of the reduction-in-force policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue a notification of the superintendent's intention to recommend dismissal through reduction-in-force, 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 Dermott 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.

Policy Name: TENURE

Policy Code: GCL

Date Adopted: 8-8-2002

The Dermott School District does not grant tenure to classified personnel.

Legal References:

None

Policy Name: TRANSFER-CLASSIFIED PERSONNEL

Policy Code: GCM

Date Adopted: 8-8-2002

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

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

Legal References:

Ark. Stat. Ann. §§80-1234

Policy Name: SEPARATION

Policy Code: GCN

Date Adopted: 8-8-2002

DISMISSAL PROCEDURES

1. General Statements.

- A. The board recognizes that the continued employment of an employee may not be in the best interest of the school system. In order to insure that dismissal proceedings will result in minimum harm to everyone concerned and fair and impartial treatment of the employee, the dismissal policies and procedures listed below have been adopted.
- B. The board shall endeavor to conform with state laws which are intended to insure that persons employed in the public schools of Arkansas are provided fair, reasonable and uniform procedures regarding termination or renewal of employment.

2. Corrective and Dismissal Policies.

- A. Efforts shall be made to see that employees are successful in their position. Each person in the administrative organization, including board members, shall have the responsibility of developing the effectiveness of the employees under his/her immediate supervision.
- B. If an administrator is unable to develop an employee to the point where re-employment can be recommended, the administrator shall follow the approved procedures for dismissal.
- C. Each higher administrative official shall review cases of recommended dismissal is unjustified, he or she shall attempt to work the matter out with the employee concerned. If the official then favors the dismissal, he or she shall present reasons to his or her immediate supervisor.
- D. In accordance with state law, the board shall make the final decision on dismissal cases.



- E. When a supervisor recognizes that an employee has some weakness or is rendering inefficient and incompetent service, the supervisor is required to have a conference with the employee in order to discuss the problem its possible solutions.
- F. Immediately following the conference, the supervisor shall make a written report in triplicate on 8 1/2 x 11 paper; one copy shall be retained by the supervisor, one shall be sent to the superintendent. The employee and supervisor shall be asked to sign the report. If the employee refuses, such refusal shall be noted on the form.
- G. The employee may write up his or her own analysis of the situation, sending one copy to the supervisor and one copy to the superintendent. If the employee does write an analysis, the superintendent shall assume that the employee agrees with the supervisor's report.
- H. Not less than four weeks after the first conference, a second conference shall be held with the supervisor and the employee, with reports subsequently made as described below.
- I. No later than May 1 of the school term, the supervisor shall have a final conference with the employee about the problem, with reports following as described above. After this conference, the supervisor shall notify the superintendent whether the supervisor's recommendation is for renewal of contract or non-renewal of contract.
- J. If the supervisor recommends that the employee's contract not be renewed, or that the contract be renewed under other than normal conditions, the superintendent shall notify the employee in writing of the proposed recommendations shall be made to the board.
- K. Upon notification by the superintendent the employee shall have the opportunity to request  
a conference with superintendent and/or a hearing before the board. A special board meeting will be called if the employee requests it.

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Continuation 2

Policy Code: GCN

- L. Both the employee and the board reserve the right to be represented by legal counsel in the matter.

M. The above sequence of steps concerning appraisal and/or dismissal of Employees shall apply to all employees and their supervisors. and should be followed without fail.

Legal Reference:

Act 631 of 1`991; Act 1199 of 1997

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Policy Name: TIME PERIOD IN WHICH NON-CERTIFIED Policy Code: GCNA

PUBLIC SCHOOL EMPLOYEES MAY AND RECEIVE A  
HEARING TO APPEAL SUSPENSION, TERMINATION OR  
NON-RENEWAL DECISIONS

Date Adopted: 4-8-2003

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It shall be the policy of the Board of Directors that a notice shall be sent to all non-certified school employees who are being recommended for termination or non-renewal.

- F. The notice shall state that an employee being recommended for termination, or a full-time non-probationary employee being recommended for non-renewal, is entitled to a hearing before the school board upon request, provided such request is made in writing to the superintendent within twenty-five (25) calendar days from receipt of said notice.
- G. A suspension notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request, provided that such request is made in writing to the superintendent within twenty-five (25) calendar days from receipt of said notice.
- H. Upon receipt of a request for a hearing, the board shall conduct a hearing in accordance with the following provisions:
- A. The hearing shall take place not less than five (5) or more than ten (10)

days after the written request has been received by the superintendent, except that the employee and the board may, in writing, agree to an earlier or later hearing date.

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

Legal References:

Act 1314 of 1999

Policy Code: RESIGNATIONS

Policy Code: GCO

Date Adopted: 8-8-2002

A non-certified employee shall have the privilege of resigning from the school system upon thirty (30) days notice.

It shall be necessary for a non-certified employee who resigns to furnish his/her supervisor with evidence of satisfactory completion of all records up-to-date on which his/her resignation becomes effective; otherwise his/her final pay check will be held until all reports have been made satisfactory.

Legal References:

None.

Policy Name: RE-EMPLOYMENT

Policy Code: GCP

Date Adopted: 8-8-2002

Non-certified employees contracts will normally be acted upon at the last meeting in April. All officers to renew contracts will expire if not signed and returned to the Superintendent's office within thirty (30) days of issue.

If an occasion arises whereby the non-renewal of a non-certified employee appears necessary, the superintendent shall conduct an investigation for the purpose of determining the relevant facts.

If the recommendation is found to be warranted, the employee shall be informed in writing that a recommendation of non-renewal of his/her contract will be presented to the board.

Legal References:

None

Policy Name: RETIREMENT	Policy Code: GCQ
<u>CLASSIFIED PERSONNEL</u>	
	Date Adopted: 01-13-04

Employees shall be allowed to work so long as they show satisfactory work in their position and are physically and mentally capable of carrying out the responsibilities of their position.

The Dermott School District will pay for accumulated unused sick leave days when non-certified personnel who have been employed with the district retires through the Arkansas Teacher Retirement System/Public Employees Retirement and is no longer employed with the district. The rate of pay will be calculated across the board at a rate of \$35.00 per unused sick days to become retroactive the 2003-2004 school year. This would be paid to the retiring employee at the end of the final contracted school year.

Legal References:

Act 653 of 1989; Act 794 of 1989

**Policy Name: CLASSIFIED PERSONNEL SEXUAL HARASSMENT**

The Dermott 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;<sup>1</sup>
- 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;<sup>2</sup> or
  - b. Uses the rejection of unwelcome sexual conduct as the basis for academic decisions affecting that individual;<sup>2</sup>
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 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 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 student 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 both the complainant and 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)<sup>3</sup> 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.

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.<sup>4</sup>

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.<sup>5</sup>

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<sup>6</sup>**

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.

&80-1210, 80-1211, 1973, Act 97, 1977, Act 59, 1979; Act 640 of 1989

Policy Name: DRUG FREE WORKPLACE Policy Code: GCRAA

Date Adopted: 8-8-2002

In an effort to create a healthy environment for student and staff members, and in compliance with provisions of Public Law 101-226, the Dermott School board prohibits the possession, use, or distribution of illegal drugs and/or alcohol by its employees on school district property or as a part of any school activity.

The illegal manufacture, distribution, dispensation, possession or use of narcotics, drugs, alcohol, or controlled substances during working hours, school activities or on school district property constitutes conduct unbecoming an employee and is prohibited. An employee shall not report to work or work after having used any prohibited drug. Compliance with this violation will be subject to disciplinary action, up to and including discharge.

Compliance with the standards of conduct stated in this policy is mandatory of all employees. Violations of any part of this policy may result in disciplinary action, including suspension and termination. If the situation warrants, the superintendent shall communicate all available information promptly to the proper law enforcement agency(ies) and offer full cooperation of the Dermott School District in an investigation.

Employees are encouraged to seek treatment and/or counseling for drug problems. The Dermott School District will not assume any expenses incurred in counseling or attendance in a drug/alcohol program.

#### Legal References:

The Drug-Free School & Communities Act of 1989, P. L. 101-26

Policy Name: DRUG AND ALCOHOL TESTING      Policy Code: GCRAF  
FOR BUS DRIVERS

Date Adopted: 8-8-2003

- I. **PURPOSE:** To establish guidelines for a drug and alcohol program for bus drivers, or any employee required to transport students by school bus.
- II. **PERSONNEL AFFECTED:** Bus drivers or any employee who transports student by school bus.

#### PROGRAM OVERVIEW

- 1. The safety and security of the Dermott Public School District employees and students will be maintained as a high priority. The influence or use of drugs, including alcohol, is capable of threatening the safety of students and employees and cannot be tolerated. The Dermott Public School District is committed to providing a drug-free work environment for the safety of students and employees.

2. The possession, use, transfer, or sale of alcohol and/or any illegal drug during the work day is strictly prohibited and will result in termination. Being under the influence of alcohol and/or any illegal drug during the work day is also strictly prohibited and will result in termination.

## **DEFINITIONS**

1. Abuse and/or untimely use of alcohol.  
Having an alcohol concentration in the blood or breath of 0.04 percent or greater or having an alcohol concentration in the blood or breath in any amount or degree when coupled with impairment of the employees' ability to safely, properly and effectively perform his/her assigned duties.
2. Drug  
Any substance (Other than alcohol) that has known mind or function-altering effects on a human subject, specifically including any psychoactive substance and including but not limited to, controlled substances.
3. Controlled Substances  
Has the meaning assigned by the Federal Government and includes all substances listed in the Federal Regulations pertaining to school bus drivers as they may be revised from time to time.

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Continuation 1

Policy Code: GCRAF

4. Abuse and/or untimely use of controlled substances and/or drugs.
  - A. Testing positive for the presence of any drugs in the body at or above the lowest cutoff level as established by the analytical methods used by the testing laboratory as approved by the district.
5. Drug Screener/Collector  
The person responsible for collection of specimens under this program.
6. Drug Program Facilitator  
The Superintendent of Schools or his designee will be responsible for the administration of this program.
7. Work Day

The time beginning when a employee reports for work until the employee finishes work

and leaves district property (including any rest and lunch breaks) or any time an employee is traveling on district business.

8. At Fault

Person responsible or who caused the accident and determined at fault by law enforcement investigation report or from an investigation conducted by the district.

TESTING CONDITIONS

2. All Applicants.

All applicants for jobs covered by this program will be required to undergo drug and/or alcohol screening prior to their employment. The applicant will pay the cost of the test. Confirmed presence of alcohol, illegal drugs or a controlled substance, without adequate explanation, will result in the applicant not being eligible for employment.

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<u>GCRAF</u>			

3. Random

- a. To maintain the district's priority of assuring the safety, health and well-being of students, employees and the traveling public, the district retains the right to randomly test for alcohol, controlled substances and illegal drugs on all employees who are covered by this program.
- b. Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of driver positions.
- c. Random controlled substances and/or illegal drugs testing shall be administered at minimum annual rate of 50 percent of the average number of driver positions.
- d. The district shall ensure that employees selected for random alcohol and/or controlled substances tests are unannounced and spread reasonably throughout the calendar year.
- e. The district shall ensure that employees selected for random alcohol and/or controlled substance test proceed immediately to the testing site upon notification of being selected.
- f. An employee shall only be tested for alcohol while the employee is operating a vehicle owned, rented or leased by the district. Immediately prior to operating or immediately after operating said vehicle.

4. Reasonable Suspicion

- a. The Drug Program Facilitator or a district administrator who has reasonable

suspicion that an employee under his supervision is guilty of abuse and/or untimely use of alcohol and abuse and/or untimely use of controlled substances and/or drugs may require the employee to undergo a drug and/or alcohol test. Reasonable suspicion may be based, among other things, on an employee's observed behavior which is indicative of drug or alcohol use, possession or use of drugs and/or alcohol.

- b. The Drug Program Facilitator or the employee's immediate supervisor will follow the following process in cases where he reasonably suspects abuse and/or untimely use of alcohol or abuse and/or untimely use of controlled substances and/or drugs:

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Continuation 3

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- (1) Solicit an explanation from the employee for any behavior which creates a reasonable suspicion of a violation of this program.

- (2) If the employee cannot satisfactorily explain the behavior, the supervisor may request the employee to undergo a drug and/or alcohol test.

- c. A confirmed positive test, without an adequate explanation, will result in termination.

#### EMPLOYEE ACCIDENT-RELATED

The district will require an employee to undergo drug and/or alcohol testing when involved in an accident while operating a school bus owned, leased or rented by the district. A confirmed positive test, without an adequate explanation, will result in termination.

#### EMPLOYEE REFUSAL

Refusal to take the test immediately, or failure to cooperate fully as requested during the testing procedure will be considered as being an act of insubordination and will result in termination.

#### EXPLANATION AND RECONFIRMATION

Both applicants and employees may provide a written explanation for their positive test results and request reconfirmation of their original sample at their expense.

### **CLASSIFIED EMPLOYEES DRUG TESTING**

#### **Definitions**

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



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

“Safety-sensitive function” includes:

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

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

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

### **Scope of Policy**

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

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

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

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

All employees who perform safety-sensitive functions shall annually<sup>67</sup> submit a written authorization for the District to conduct a limited query of the employee’s information from the Clearinghouse. The District shall perform a limited query of all employees who perform safety-sensitive functions at least once each school year. If the District’s limited query of the Clearinghouse shows that information exists in the Clearinghouse that may prohibit the employee from performing safety-sensitive functions, the District shall conduct a full query of the Clearinghouse on the employee within twenty-four (24) hours of conducting the limited query. If

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

### **Methods of Testing**

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

### **Requirements**

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

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

### **Prohibitions**

- 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;
- No driver shall use alcohol while performing safety-sensitive functions;
- No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
- No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
- No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, and/or 4 above;
- 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;

- 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.<sup>78</sup>

### **Refusal to Submit**

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

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

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

### **Consequences for Violations**

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

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

### **Reporting Requirements**

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

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

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

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

### **CLASSIFIED PERSONNEL WHO ARE MANDATED REPORTERS DUTIES**

It is the statutory duty of classified school district employees **who are mandated reporters**<sup>1</sup> to:

If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the classified employee shall directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by: calling 1-800-482-5964; by calling the child maltreatment hotline at 1-800-482-5964 and submitting a report through fax to the child maltreatment hotline; or if the employee can demonstrate that the child maltreatment, neglect, or abuse is not an emergency, then the employee may notify the child maltreatment hotline through submission of a fax only. Failure to report suspected child abuse, maltreatment, or neglect through the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

If the classified 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 classified employee in the ordinary course of his/her professional duties, then the classified 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>2</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.

Policy Name: WORKMAN'S COMPENSATION

Policy Code: GCRA

Date Adopted: 8-8-2002

## 1. Workmen's Compensation.

- A. All district employees are covered by Workmen's Compensation.
  - B. If an employee is injured while performing an assignment, he or she shall report the injury to his or her supervisor in order to initiate a claim with the Workmen's Compensation Commission.
2. The district carries a school district's legal liability policy which covers wrongful acts of board members and school employees performed in the discharge of school district duties. Coverage applies to those losses which the district becomes legally liable to pay. (Refer to policy for specific details of coverage and exclusions.)

Legal Reference:

None

Policy Name: TIME SCHEDULES

Policy Code: GARB

CLASSIFIED PERSONNEL

Date Adopted: 8-8-2002

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

Each supervisor will file monthly with the business manager, the absentee cards on hand for each employee under his/her supervision.

Legal Reference:

None

The Board shall hold the administration responsible for the equitable distribution of work among the members of the classified staff.

Full-time employees must work a minimum of twenty-five (25) hours per week.

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

The Dermott School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The FLSA requires that covered employees receive compensation for each hour worked at greater than or equal to the applicable minimum wage for work weeks of less than or equal to forty (40) hours. 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 because the employee’s:

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount.

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 work week.

“Regular Rate of Pay” includes all forms of remuneration for employment<sup>2</sup> 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 12:00AM on Sunday to midnight on the following Saturday. Each workweek is independent of every other workweek for the purpose of determining the number of hours worked and the remuneration entitled to by the employee for that week.

### **Employment Relationships**

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

3. Between the District and student teachers;
4. Between the District and its students; and
5. 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.<sup>4</sup>

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 that 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.

### **Overtime**

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

The rate of overtime pay for employees who work two (2) or more jobs for the District at different rates of pay shall be determined by creating a weighted average of the different rates (a.k.a. blended rate).<sup>o</sup> 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.

5. The average regular rate received by the employee during the last 3 years of employment. Or
6. The final regular rate received by the employee.

### **Overtime Authorization**

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

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

### **Leave Requests**

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form. Leave may be taken in a minimum of four (4) hour increments.<sup>7</sup>

### **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.<sup>8</sup>

The District shall display minimum wage posters where employees can readily observe them.<sup>9</sup>

### **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 Reference:**

None

Policy Name: TRAVEL REIMBURSEMENT

Policy Code: GCRE  
(Cf.GBRF)

Date Adopted: 8-8-2002

The Board of Education authorizes the reimbursement of classified personnel for travel expenses incurred as a requirement of their jobs. Reimbursement may be

made for travel which is at the request of, or has received prior approval from, the superintendent and said employee's immediate supervisor. Such reimbursement shall be at a rate as set by the board in accordance with established procedures. Prior approval for all travel shall be obtained before any travel expenses can be incurred.

Legal References:

None

Policy Name: OUTSIDE EMPLOYMENT Policy Code: GCRF

Date Adopted: 8-8-2002

If an employee has a job outside of and in addition to his or her school job, and if that outside job interferes with the employee's performance of his or her school duties, such conflict or interference will be discussed by the employee's supervisor and superintendent, and may be brought before the board for further discussion.

Legal References:

None

Policy Name: LEAVES AND ABSENCES

Policy Code: GCRG

Date Adopted: June 14, 2007

1. Personal Leave
  - A. Each employee will be granted two (2) days of personal leave provided he/she works a minimum of twenty (20) hours per week.
  - B. Arrangements should be made at least two (2) days in advance with the employee's immediate supervisor.
  - C. Requests will not be honored for time off on the days before or after holidays or during semester exams.

- D. Personal leave may accumulate for up to six days.
- E. In the event all sick leave is used, personal leave can be used for sick leave.

2. General

- A. After a non-certified employee has used all days of personal and sick leave, he/she will not be paid for any days missed. A day's salary is considered to be the annual contract divided by contracted days.
- B. Each employee will be asked to sign a sheet for each day of work missed, indication reason for absence.

Date Revised: June 14, 2007

Policy Name: JURY DUTY OR COURT APPEARANCE LEAVE      Policy Code: GCRGA  
Date Adopted: 4-8-2003

Jury and voting time will be allowed without counting against personal or sick leave.

Legal Reference:

None

Policy Name: LEAVES & ABSENCES      Policy Code: GCRGB  
SICK LEAVE FOR CLASSIFIED EMPLOYEES  
Date Adopted: 01-13-04

The Board of Education shall grant to each school employee in the school district sick leave at the rate of one (1) day per month or major portion thereof that the employee is employed at full pay. School employee shall be defined as those persons classified as non-certified employees and work not less than twenty (20) hours per week.

School employees shall only be allowed such leave for the reasons of personal illness in the employee's immediate family.

The board shall maintain a record of sick leave used and accumulated for each school employee. Sick leave days not used by a school employee shall be credited to the employee up to a maximum of 90 days. An employee taking sick leave may use any amount up to his total number of accumulated days. District employees who are husband and wife may each utilize the other's accumulated sick leave.

The superintendent may require a statement from a medical doctor or other acceptable proof that the employee was unable to work to the end that there will be no abuse of sick leave privileges. The superintendent shall require a physician's verification of sick leave when absence exceeds three (3) continuous days or when absence indicates need for verification.

If an employee resigns or leaves his employment position for any reason before the end of the school term, the board may deduct from salary payment full compensation for any days of sick leave in excess of the number of days earned.

Act 391 of 1979 makes no provision for transferring sick leave from one district to another.

Illness should be reported to the supervisor at least one hour before the normal beginning of the working day.

Cont.

Policy Code: GCRGB

Any non-certified employee who accumulates ninety (90) sick days will be compensated for the number of unused sick days above the ninety (90) at a rate of \$50.00 per day. (This will be paid in the last payment of the contract year retroactive the beginning of the 2016-2017 school year.

### **Incentive Pay**

If the classified personnel misses,

0 days -----\$400.00  
1 day-----\$300.00  
2 days-----\$200.00  
3 days -----\$100.00

This proposal is for missing only sick or personal days. This payment will be made at the end of the school year.

Policy Name: ACQUIRED IMMUNE DEFICIENCY Policy Code: GCRGBA  
SYNDROME (AIDS)

Date Adopted: 8-8-2002

\_\_\_\_\_It shall be the policy of the Dermott School District that:

- A. All employees who are infected with AIDS will continue their employment and regular assignment in conformance with the Americans with Disabilities Act.
- B. Information about AIDS and Other Communicable Diseases to School Personnel
  - (a) In-service to all personnel will be provided by appropriate HIV/AIDS trained personnel who may seek information and resources from community, public and private health providers. Such in-service may include a discussion of local district policies, etiology of the disease, prevention, and community resources for referral and information. Periodic updates will be provided through additional in-service and memoranda.
  - (b) School personnel will have specific instruction about the risks of communicable diseases, such as AIDS and hepatitis, incorporated into instruction on substance abuse and use.

Legal References:

Americans With Disabilities Act

Policy Name: Classified Staff-Sick Leave Bank

Policy Code: GCRGBAA

### DESCRIPTION OF SICK LEAVE BANK

The Sick Leave Bank is set up to help members in extreme emergencies, such as open heart surgery, terminal cancer, extensive cancer treatment, organ transplants, or when other catastrophic illnesses or disabilities occur to the member or to a member's family as defined in Policy GCRGB (Sick Leave Policy). Routine parental leave does not qualify for borrowing.

A member shall not be granted any days from the Sick Leave Bank until all his/her own sick leave is depleted. The member must use all personal days before requesting days from the Sick Leave Bank. All twelve (12) month employees must also use all their vacation days before making a request. A member may not request more than a maximum of ten (10) days per contract year.

#### A. ELIGIBILITY

1. The Sick Leave Bank is to be set up for the non-certified employees of the Dermott School District.
2. To participate, the employee must contribute one (1) day of sick leave to the Sick Leave Bank when he/she becomes a member.
3. An employee has the opportunity to become a member by enrolling before October 1. An employee may become a member in subsequent years by enrolling between August 25 and September 10. At such time, he/she will be assessed one (1) day. New employees, hired during the year, may become a member at the time of employment. He/she will be assessed one (1) day at this time.

#### B. MAINTENANCE

1. Members will be assessed for days when the Sick Leave Bank has reached a point of near depletion.
2. Members will donate only one (1) day at a time.

### Continuation 1

Policy Code: GCRGBAA

3. Days assessed cannot be returned to employees and will be carried forward in the Sick Leave Bank.
4. A member utilizing sick leave days from the bank shall not have to replace those days except as a regular contributing member.
5. If the bank falls below 20 days, assessment will be made at the beginning of the year. All members will be notified each time when they are assessed a

sick day. After the first assessment, further assessments in that same year will not be on a volunteer basis by members.

6. If a member elects not to participate during any given year, they must resign in writing before a day is assessed or they will lose that day. If a member wishes to rejoin Sick Bank, they will be considered a new member and will not be eligible to request days from the sick bank until their second consecutive year of membership in the bank.
7. If a member is not able to contribute a day when the assessment is made at the beginning of the year, the member will become ineligible for the rest of the year and will need to rejoin at the beginning of the next year.
8. Members of the sick bank shall remain members unless at the time of an assessment.
  - A. they decline to give to the sick bank
  - B. they are unable to give a day to the bank
9. If a member has been granted two consecutive years sick bank days, they will not be allowed to request sick days the third year. This applies to continuing (uninterrupted) membership. They would again be eligible after that year.

#### **C. ADMINISTRATION**

1. Personnel Policy Committee shall oversee the administration of the Sick Leave Bank with the assistance of the Superintendent.
2. The district central office will keep the records of the Sick Leave Bank.
3. The Personnel Policy Committee will determine the need for activation of the Sick Leave Bank, upon receipt of a Sick Leave request form. This form is to be submitted to the Personnel policy Committee chairperson or the Central office by the employee or his/her representative, if the employee is unable to do so. The application must be accompanied by a physician's statement. (Request form should be submitted at or near depletion of accumulated sick leave and before payroll deduction is made)
4. Upon receipt of application, the Committee will call a meeting as soon as possible.
5. If the Personnel Policy Committee has questions concerning an application, the person submitting the application may be asked to meet with the Committee before a decision is made.

Per Act 40 of 1999, sick leave may be shared by the Dermott School District's certified and classified employees who are husband and wife.



**Transfer of Days**

Sick leave days may be transferred from employee to spouse as needed for the illness of the employee and/or the illness of immediate family member (or death of an immediate family member) see definition of immediate family

The transferred of days must be requested on the proper forms and must indicate the exact number of days requested in the transfer, along with the statement describing the need for the transfer.

**Limitations**

Extended sick leave days shall not be transferred. Only accrued days from prior years may be used. The employee must retain at least the current year's sick leave benefits in his/her own account. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation.

**LICENSED EMPLOYEE SHARED SICK LEAVE**

Employees may share sick leave days for illness by notifying the Superintendent in writing. The name of the employee to whom the sick leave is given and the number of days to be transferred shall be stated. Days shall be for illness of the employee or the illness of an immediate family member for extenuating circumstances. Days can only be given after employees has exhausted all days. Upon approval from the Superintendent, the request will be forwarded to the Payroll Manager. Requests must be made before payroll deadline for the current month.

**Limitations:**

Extended sick leave days shall not be transferred. Only accrued days from prior years may be used. The employees must retain at least the current year's sick leave benefits in his/her own account. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave at the end of the year. Days transferred from employee to spouse may not result in the receiving spouse having paid unused sick leave upon retirement or resignation. Days cannot be given to another employee upon retirement or resignation of an employee

Legal References: Act 791 of 1989

**CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE\***

The Family and Medical Leave Act (FMLA) offers job protection for leave that might otherwise be considered excessive absences. Employees need to carefully comply with this policy to ensure they

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

## **SECTION ONE– FMLA LEAVE GENERALLY**

### **Definitions**

“Eligible Employee” is an employee who has:

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

“FMLA” is the Family and Medical Leave Act

“Health Care Provider” means:

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

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

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

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

“Parent” is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

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

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

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

### **Policy**

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

### **Leave Eligibility**

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

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

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

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

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

### **District Notice to Employees**

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

### **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.<sup>5</sup> 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<sup>6</sup> 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.<sup>7</sup>

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

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

### **Concurrent Leave Under the FMLA**

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

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

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

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

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another,

non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

### **Health Insurance Coverage**

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

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

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

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

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

- III. 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
- IV. Other circumstances exist beyond the employee's control.

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

### **Reporting Requirements During Leave**

Unless circumstances exist beyond the employee's control, the employee shall inform the district every two (2) weeks<sup>10</sup> during FMLA leave of his/her current status and intent to return to work.

### **Return to Previous Position**

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

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

### **Leave Acquired Through Fraud**

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

## **Provisions Applicable to Section One**

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

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

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

#### **Unforeseeable Leave**

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

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

### **Medical Certification**

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

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

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

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

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

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

### **Substitution of Paid Leave**

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

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<sup>12</sup>**

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

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

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

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

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

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

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

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



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

### **Special Provisions relating to Instructional Employees as Defined in This Policy**

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

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

### **Leave Eligibility**

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

### **Qualifying Exigency**

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

### **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 the requested certification.

### **Employee Notice to District**

#### **Foreseeable Leave**

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

#### **Unforeseeable Leave**

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

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

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

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

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

#### **Special Provisions relating to Instructional Employees as Defined in This Policy**

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

#### **Serious Illness**

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

#### **Definitions**

“Covered Service Member” is:

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

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

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

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

“Serious Injury or Illness”:

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

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

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

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of twenty-six (26)weeks of leave during one twelve (12) month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member continues to be limited for reasons 1 through 4 in Section One and for any qualifying exigency to a total of twelve (12) weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a

covered service member for sixteen (16) weeks during a twelve (12) month period could only take a total of ten (10) weeks for reasons 1 through 4 in Section One and for any qualifying exigency. An eligible employee may not take more than twelve (12) weeks of FMLA leave for reasons 1 through 4 in Section One and for any qualifying exigency regardless of how little leave the eligible employee may take to care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

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

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

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

### **Medical Certification<sup>15</sup>**

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

### **Employee Notice to District**

#### **Foreseeable Leave**

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

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

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

#### **Unforeseeable Leave**

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

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

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

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

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

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

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

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

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

## Legal References:

None

Policy Name:  
STAFF HEALTH & SAFETY; SMOKING

Policy Code: GCRKA  
(also GBRAD)

Date: Adopted: April 8, 2003

Smoking or the use of tobacco, or product containing tobacco in any form, in or on any property owned or leased by the district, including buses or other school vehicles, is prohibited. This prohibition extends to anyone attending school sponsored events on campus and to students and staff attending school sponsored events off campus. The school principal and/or his designees(s) shall be responsible for enforcing this policy.

The district, and school sponsored organization(s) choosing to use district facilities shall not advertise tobacco products in any manner in school buildings, in or on school vehicles, at school functions, or in school publications allowed to be distributed on school property or at school functions whether on or off school property.

Additional forms of advertising which are forbidden are promotional sponsorships and giveaways enter into in conjunction with the tobacco industry, tobacco related gear or paraphernalia, and clothing promoting tobacco or tobacco product. While on district property or attending district/school sponsored events off district property, no student may wear clothing which promotes tobacco or tobacco products.

The superintendent or his/her designee shall notify students, families, visitors, and district staff and contractors of this policy. Such notifications shall be through student handbooks, newsletters, newspaper articles, and district postings as well as the PTA, meetings and sports events. The district shall influence community opinion against tobacco use by utilizing local media. It is important that in communications concerning this policy, the district stress that the policy will be strictly enforced.

To help promote a tobacco free workplace and lifestyle for students and employees, the district shall establish a tobacco awareness program. Students and employees shall be informed of the addictive nature of tobacco and its hazards to the health of both the user and those individuals in the vicinity of the user.

Employees shall be informed of the dangers of tobacco at staff meeting (With the possible exception of those individuals responsible for teaching health education, this does not count towards professional development) and be given sufficient information to be fully aware of the consequences of tobacco use.

Students shall be presented with tobacco prevention education in all grades at a level appropriate to their grade. The tobacco education program shall be integrated into the general health education program and designed to:

Instruct about immediate and long-term undesirable physiological, cosmetic, and social consequences of tobacco use,

Decrease the social acceptability of tobacco use;

Address reasons why young people smoke;

Teach how to recognize and refute advertising and other social influences that promote tobacco use,

Develop students' skills for resisting social influences that promote tobacco use; and

Develop necessary assertiveness, communication, goal-setting, and problem-solving skills that may enable students to avoid tobacco use and other health-risk behaviors.

The district shall inform students, staff and family members about tobacco cessation programs available within the community and surrounding areas and provide information regarding how to contact such programs. School counselors and community agencies are encouraged to establish voluntary tobacco cessation programs at their schools.

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This policy shall be subject to periodic and formal review by the district board of directors in consultation with students, staff, and community members.

Visitors found using tobacco products shall be informed of this policy and asked to cease their use of such products. Visitors who refuse shall be asked to leave the school campus or activity. Principals are authorized to seek the assistance of law enforcement officers in removing visitors who refuse to leave voluntarily.

Students who use tobacco in violation of this policy shall be subject to consequences as outlined by the student handbook.

Staff members who use tobacco in violation of this policy shall be subject to the following consequences:

First offense:	Verbal warning
Second offense:	Written reprimand
Third offense:	Suspension without pay for one day
Fourth offense:	Suspension without pay for two days
Fifth offense:	Termination

Alleged offenses shall be reported to the accused personnel's immediate supervisor. Immediately the supervisor will investigate the report and take appropriate action depending on the state law and this policy. Any report of alleged offenses must be in writing, signed, and given to the accused personnel's immediate supervisor.

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

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

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

Legal Reference: A.C.A. § 6-21-609

Date Approved:  
Date Revised: August 2020

## **CLASSIFIED PERSONNEL GRIEVANCES**

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

### **Definitions**

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

“Grievance” means a claim or concern raised by an individual employee of this school district related to the interpretation, application, or claimed violation of the personnel policies, including salary schedules; federal laws and regulations; state laws and rules; or terms or conditions of employment. Other matters for which the means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision.<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 grievance if it meets 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

More than one individual has interest in the matter; and

B. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and

C. The group has designated an employee spokesperson to meet with administration and/or the board; and

D. 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 shallFor a grievance filed as an individual, determine if the grievance, on its face, is a subject that may be grieved under district policy.

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

If the Board rules that the grievance, whether filed as an individual or as a group, is not a subject that may be grieved, the matter shall be considered closed. If the Board rules that the composition of the group does not meet the definition of a group grievance under District policy, employees who had filed a grievance as part of a group grievance that the Board ruled to not meet the policy's definition of a group grievance may choose to subsequently file an individual grievance by starting with Level One of the process; in such cases, a grievance will be considered to be timely filed if the notification of the employee's supervisor requirement under Level 1 is made within five (5) work days of the Board meeting where the Board ruled that the proposed group grievance did not meet the policy's definition of a group grievance.

If the Board rules the grievance to be a subject that may be grieved, they shall immediately commence a hearing on the grievance. All parties have the right to representation at the appeal hearing by a person of their own choosing except that no party shall be represented by an individual who is a member of the employee's immediate. 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.

## **CLASSIFIED PERSONNEL POLITICAL ACTIVITY**

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

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

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

## **CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS**

### **Definitions**

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

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

Blogs are a type of networking and can be either social or professional in their orientation.

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

### **Policy**

District staff are encouraged to use educational technology, the Internet, and professional/education social networks to help raise student achievement and to improve communication with parents and

students. However, technology and social media accounts also offer staff many ways they can present themselves unprofessionally and/or interact with students inappropriately.

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

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

Staff members are discouraged from creating personal social media accounts to which they invite students to be friends or followers.<sup>1</sup> 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<sup>1</sup> to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.

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

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

Staff who are employed by the district as a teacher under a waiver from licensure should be aware that, in addition to the restrictions on inappropriate interactions with students and dissemination of information under this policy, they are required to follow the Division of Elementary and Secondary Education (DESE) Rules Governing The Code Of Ethics For Arkansas Educators. Violations of this policy that would also violate the Code of Ethics for Arkansas Educators may result in the filing of an ethics complaint with DESE.<sup>2</sup>

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:<sup>23</sup>

### **Privacy of Employee's Social Media Accounts**

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

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

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

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

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

8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY)

### **CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

### **Definitions**

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

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

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

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

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

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

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

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

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;

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

Cyberbullying is prohibited whether or not the cyberbullying originated on school property or with school equipment, if the cyberbullying results in the substantial disruption of the orderly operation of the school or educational environment or is directed specifically at students or school personnel and maliciously intended for the purpose of disrupting school and has a high likelihood of succeeding in that purpose.

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

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

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

Teachers and other school employees who have witnessed, or are reliably informed that, a student has been a victim of bullying as defined in this policy, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the building principal, or designee, as soon as possible.

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

District staff are required to help enforce implementation of the district's anti-bullying policy. Students who bully another person are to be held accountable for their actions whether they occur on school equipment or property; off school property at a school-sponsored or school-approved function, activity, or event; going to or from school or a school activity in a school vehicle or school bus; or at designated school bus stops. Students are encouraged to report behavior they consider to be bullying,

including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously.

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

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
  - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
  - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (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.<sup>1</sup> In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.



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

Name\_\_\_\_\_

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

Noncertified Personnel Policy grievance is based upon:

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

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What would resolve your grievance?

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Sponsor's Response:

Date submitted to recipient:

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Date Adopted:

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**2021-2022**

**Policy Guidance**

Everything that is new in the policies is underlined in red.

The portions that are to be removed from the policies are ~~struck through~~ and are in blue.

## **Policies Changed or added**

**8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE** - Footnote 1 was updated to remove references to the DESE Rules for the definition of salary schedule as the Rules no longer contain that definition. The Legal References were also updated to have the correct Rules title. These changes do not require PPC or board action.

**8.4—CLASSIFIED EMPLOYEES DRUG TESTING** - This policy was updated to incorporate the requirements for the FMCSA Drug and Alcohol clearinghouse and was originally released on October 31, 2019. We are posting two different versions of this policy as changes have been made since to clarify the employee's license requirements to be hired. The version ending in "RAW" contains all changes made in October and now being demonstrated with strikethroughs and underlines. The version ending in "CR" only shows the changes made since the October release.

**8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA** - Footnote #1 was updated to include the new minimum salary amounts for non-teachers to be considered exempt from overtime pay. This change does not require board action.

**8.13—CLASSIFIED PERSONNEL EMPLOYMENT** - Language clarifying how contact information for reporting sexual harassment may be used was added to bring the policy into alignment with new Federal regulations governing Title IX. Additional information was added to footnote 5 and the Legal References were updated to include the new Federal regulation.

**8.15—CLASSIFIED PERSONNEL USE OF TOBACCO, ~~USE~~ ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND RELATED PRODUCTS** - The title of the policy was changed to more accurately indicate what is prohibited under the policy.

**8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY** - Statutes were added to create a list of legal references. This change does not require PPC or board action.

**8.19—CLASSIFIED PERSONNEL GRIEVANCES** - This policy was updated to alphabetize the definitions section, add Arabic numerals where necessary, and to rewrite some portions to make the parenthetical comments into actual body text.

**8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT** - The policy was substantially rewritten to incorporate changes made to the Title IX Federal regulations released on May 18, 2020. Due to the substantial degree this policy was amended, we recommend repealing the existing policy in entirety and replacing it with the new one.

**8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE** - Several Missing apostrophes were added. Language was added to allow the discipline of an employee who used fraud in order to receive FMLA. In addition, the language for districts with fewer than 50 employees was moved to be under the notes rather than a separate asterisks section.

**8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING** - The policy was updated to add the DESE Rules Governing Student Discipline and School Safety to the list of Legal References. This change does not require board action.

**8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE** - “Standards Of Accreditation” was amended to be “Standards For Accreditation”. Arabic numerals were added where necessary . Language noting the different options was amended to move towards a more standard format.

**8.34—CLASSIFIED PERSONNEL WHO ARE MANDATED REPORTERS DUTIES** - Language was added to allow for reports to the child maltreatment hotline dealing with non-emergency reports of child maltreatment to be reported by fax in addition to a phone call. In addition, A.C.A. § 12-18-302 was added to the list of Legal References.

**8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS** - Optional language was added to cover that the Code of Ethics applies to individuals teaching under a waiver from licensure along with an explanatory footnote. In addition, the code of ethics was added to the list of Legal References.

**8.23.1—CLASSIFIED PERSONNEL COVID EMERGENCY LEAVE** This is a copy of the update we released through email on January 7, 2021 but contains no additional changes since it was released at that time.

**8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE** - The policy was updated to include optional language providing for subcategorizing individuals teaching under a waiver from licensure based on building, grade level, or teaching area. In addition, the language includes how individuals teaching under a waiver from licensure shall be given priority for non-renewal/termination over a district employee who is licensed but is not currently teaching in the grade/area that the individual is currently teaching under a waiver.

**8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION** - The policy was updated to add language to put employees on notice that knowingly submitting a workers’ compensation claim based solely on false information may result in disciplinary action. In addition, there were changes made to standardize style and formatting.

**8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS** - The policy was amended to amend language for the posting of district information to have language providing for an exemption for a staff communication person who has followed the requirements for posting to the district provided site and that failure to follow proper posting procedures or posting of prohibited information may lead to termination or non-renewal.