

	days X 7.5 hrs			
0	12,104/\$8.97 hr		13,319/\$9.87 hr	
1	12,214/\$9.05 hr		13,427/\$9.95 hr	
2	12,320/\$9.13 hr		13,535/\$10.03 hr	
3	12,441/\$9.22 hr		13,643/\$10.11 hr	
4	12,549/\$9.30 hr		13,751/\$10.19 hr	
5	12,657/\$9.38 hr		13,859/\$10.27 hr	
6	12,765/\$9.46 hr		14,080/\$10.43 hr	
7	12,873/\$9.54 hr			
8	12,981/\$9.62 hr			
9	13,089/\$9.70 hr			
10	13,197/\$9.78 hr			
11	13,319/\$9.87 hr			
12	13,427/\$9.95 hr			

## **CLASSIFIED PERSONNEL POLICY**

Retirement Schedule

\$250.00 for bus driver (part-time) for the years 25,26,27, and 28

\$500.00 for all other (full-time) classified personnel for years 25, 26, 27, and 28

Technology assistant paid according to the Classified Personnel Salary Schedule

**Approved: June 27, 2013**

## 8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

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

Years	No College 1,350 hrs =180 days X 7.5 hrs		1 yr + of College	
0	12,104/\$8.97 hr		13,319/\$9.87 hr	
1	12,214/\$9.05 hr		13,427/\$9.95 hr	
2	12,320/\$9.13 hr		13,535/\$10.03 hr	
3	12,441/\$9.22 hr		13,643/\$10.11 hr	
4	12,549/\$9.30 hr		13,751/\$10.19 hr	
5	12,657/\$9.38 hr		13,859/\$10.27 hr	
6	12,765/\$9.46 hr		14,080/\$10.43 hr	
7	12,873/\$9.54 hr			
8	12,981/\$9.62 hr			
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10	13,197/\$9.78 hr			
11	13,319/\$9.87 hr			
12	13,427/\$9.95 hr			

### Retirement Schedule

\$250.00 for bus driver (part-time) for the years 25,26,27, and 28

\$500.00 for all other (full-time) classified personnel for years 25, 26, 27, and 28

Technology assistant paid according to the Classified Personnel Salary Schedule

## Contract

## Salary

	Hours	Days	Hours	Yearly	Per Hour
Food Service Director	8	187	1496	15,843	10.59
Food Service Manager	8	187	1496	15,573	10.41
Cooks	7	181	1267	12,239	9.66
Bus Mechanic	8	240	1920	21,235	11.06
District Custodian	8	240	1920	20,851	10.86
Full Time Custodian	8	240	1920	18,720	9.75
Custodian	Hourly				9.38
Custodian/Maintenance	8	205	1640	15,383	9.38
Bookkeeper	8	240	1920	37,009	
Campus Secretary	8	240	1920	19,622	10.22
Building Secretary	7.5	188	1410	14,115	10.01
District Federal	7.5	198	1485	15,919	10.72
District Activity Bookkeeper	8	240	1920	17,702	9.22
District Admin. Assistant	8	240	1920	20,582	10.72
District Meal Tracker	7.5	198	1485	15,922	10.72
Campus Meal Tracker	7.5	198	1485	13,470	9.07

<b>Bus Drivers</b>			
	Bus Routes under 40 miles round trip		9,155
	Bus Routes between 40-60 miles round trip		9,311
	Bus Routes over 60 miles round trip		9,732
<b>Stipends</b>			
	Migrant Coordinator		1,174
	Title I Coordinator		2,000
	District Treasurer		1,500
	District Bookkeeper		1,500
<b>Activity Bus</b>			
	Basketball Trips		36.00
	Field Trips 0-120 miles		40.00

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal Reference: A.C.A. § 6-17-2203

A.C.A. § 6-17-2301

ADE Rules Governing School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites

Date Adopted: June 2003

Last Revised/Approved: June 2013

## **3.2 EVALUATIONS**

**Evaluations of District personnel shall be undertaken at least annually.**

**Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and or his/her designee, and the Personnel Policy Committee for evaluation of classified staff. Any forms, procedures, or other methods of evaluation, including criteria, shall be included in the Personnel Policy Manual.**

**Legal Reference: A.C.A. \* 6-17-1504**

**Date Adopted: June 2003**

**Last Revised/Approved : June 2013**

## **Job Openings**

### **A. Notification of Job Openings**

When a job becomes available/ open in the District, the district must notify all classified personnel of that position before going outside the District.

### **B. Filling the Position**

The Deer/Mt Judea School Board reserves the right to the final selection of filling any position available/ or any new position opened by the District-classified or certified. The employee with the most seniority does not in itself guarantee any assumed advantage in the final selection of filling a position. However, the Board will review an application of the most seniority employee's application first in the selection process.

Date Adopted: June 2003

Last Revised: 6-28-10

### **3.4 REDUCTION IN FORCE**

#### **Notification**

Such notice will be in writing and will include the specific position(s) to be affected, the proposed time schedule, and the reasons for the proposed action.

#### **Layoffs**

##### **A. Least Senioreed Employee in that Area**

If a position to be eliminated is included in the classified salary schedule, the Board shall give notification of layoff to the least senioreed employee on that schedule.

If a position is to be eliminated in the cooks, the school board shall give notification of layoff to the least senioreed employee in that area.

If a position is to be eliminated in the custodians, the school board shall give notification of layoff to the least senioreed employee in that area.

If a position is to be eliminated in the bus drivers, the school board shall give notification of layoff to the least senioreed employee in that area.

##### **B. Other Considerations**

Every effort will be made to accomplish a reduction in force through attrition.

#### **Seniority**

##### **A. Method of Computing**

For the purpose of this policy, seniority will be computed from an employee's most recent date of hire in the district, and will begin to accrue as the first day of school service in the district. Seniority will continue to accrue during all paid leaves of absence, and for a period of two years from the effective date of the layoff. Seniority will not be broken by unpaid leaves of absence, or employment by the school board in a position outside the district, (but such time will not be counted in computing seniority). When seniority is equal between or among employees, ranking of those employees shall be determined by the school board.

**Date Adopted: June 2003**

**Last Revised:**

### **8.31\*—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL**

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

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

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

Date Adopted: June 2012

Last Revised:

### **8.32\*—CLASSIFIED PERSONNEL ASSIGNMENTS**

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

Date Adopted: June 2012

Last Revised:

### **3.5 CONTRACT RETURN**

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

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.6 EMPLOYEE TRAINING**

**The Deer/Mt. Judea School Board recognizes the importance of maintaining, developing, and extending the skills of board members, administrators, teachers, and support staff. Opportunities will be provided systematically to ensure staff growth and development which will be reflected in increased personal and professional competence.**

**Provisions will be made for growth producing experiences through:**

- 1. Planned in-service programs, courses, seminars, and workshops offered within the school system.**
- 2. Visits to other classrooms, schools and attendance at conferences, workshops and other professional meetings.**
- 3. Leave of absence for advance training may be approved by the school board.**

**Employees who attend approved in-service training on weekends or after school time are eligible for reimbursement and/or stipend. Advance arrangements must be made with the building principal and approved by the superintendent.**

**Date Approved: June 2003**

**Last Revised:**

### **3.7 DRUG TESTING**

**Each person hired for a position which allows or requires that the employee operate any type of motor vehicle which is owned, leased or otherwise operated by, or for the benefit of the District, may undergo a physical examination, including a drug and alcohol test. All District bus drivers shall undergo a physical examination, including a drug and alcohol test.**

**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”).**

**Legal Reference:           A.C.A. \* 6-19-108**

**Date Adopted: June 2003**

**Last Revised:**

## 3.8 SICK LEAVE

### Definitions

1. "Employee" is a full-time employee of the District.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the immediate family (defined as spouse, child, son/daughter, son-in-law, daughter-in-law, mother/father, mother-in-law, father-in-law, grandparent, grandchild, or any other individual living in the household) or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of death outside the immediate family of the employee. The district will grant two (2) days bereavement leave for immediate family. A maximum of five (5) days of the employee's sick leave may be used as personal leave per year.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per contracted month or major part thereof.
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of onehundred and twenty (120) days accrued from previous contract, but not used.
5. Sick Leave Payable For Annual Accumulation Beyond Maximum 120 Days  
If the employee accumulates sick leave days beyond the maximum 120 days, the school district will pay the employee (certified personnel) annually in the month of June substitute pay for those days accumulated above the maximum 120 days.
6. Sick Leave Payable Upon Retirement  
Upon retirement, teachers, administrators, or non-certified administrative staff/ instructional aides with at least ten consecutive years' service with this district will receive pay for unused sick leave based on substitute pay up to 120 days.

### Sick Leave

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

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's total contracted salary, divided by the number of days employed as

reflected in the contract. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

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

Excessive absenteeism, whatever the cause, to the extent that the employee is not carrying out his/her assigned duties to an extent that the education of student is substantially adversely affected (at the determination of the principal or superintendent) may result in dismissal.

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

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability<sup>3</sup> determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee in writing, of the decision within five (5) workdays. If the circumstances for the leave as defined in policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE don't change, the District is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave within any applicable twelve (12) month period. To the extent the employee has accrued paid sick leave, any sick leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave including, once an employee exhausts his/her accrued sick leave, vacation or personal leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE. Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: A.C.A. § 6-17-1301 et seq.

29 USC §§ 2601 et seq.

29 CFR 825.100 et seq.

Date Adopted: June 2003

Last Revised/Approved: June, 2013

**3.8 A CLASSIFIED STAFF SICK DAY DONATION**

**Under extreme emergency situations due to illness, hospitalization, accidents, etc., of employee or immediate family classified staff embers may elect to donate an amount of their accumulative sick days to other classified staff members who have reached their maximum sick days. None of these days received may be used to meet the sick leave bank's loss pay deductible.**

\_\_\_\_\_ **Number of day(s) being donated by classified employee.**

**Reason for Emergency situation in which classified employee is receiving sick day(s).**

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**School Board Approval Date** \_\_\_\_\_

\_\_\_\_\_

**Signature of Classified Employee      Signature of Classified Employee**

**Donating days (S)      Receiving day (s)**

### **3.8B CATASTROPHIC LEAVE WITH PAY**

**Under extreme emergency situations due to catastrophic illnesses, hospitalization, accidents, etc., of the certified employee or immediate family, certified staff members may request catastrophic leave with pay based on years of service taught in the combining school districts.**

**This leave is based on:**

**1-5 years 15 days**

**6-10 years 30 days**

**11-above 45 days**

**This leave may not exceed 45 days during the tenure of the certified employee's career in the district. Catastrophic leave with pay will be granted minus the current substitute pay per day. This leave may only be applied for after exhausting all available sick leave, sick bank, and sick leave donations. The school board will determine the certified employee's eligibility of this leave.**

### **3.9 SICK LEAVE BANK CERTIFIED AND CLASSIFIED EMPLOYEES**

**A sick leave bank is established for the purpose of permitting employees, upon approval, to obtain sick leave in excess of accumulated and current sick leave, when the employee has exhausted all such leave. Only those employees who contribute to the sick leave bank during a given contract year shall be eligible to withdraw from the sick leave bank.**

**Certified/Classified staff shall elect a Sick Leave Bank Committee. That committee shall consist of the Superintendent, two (2) high school teachers, two (2) elementary teachers, and two (2) non-certified administrative staff/instructional aide members who have contributed to the sick leave bank.**

**The terms of the committee shall be for three years with two members being replaced each year.**

**The Committee shall meet as necessary for the purpose of reviewing requests for withdrawal from the bank. The determination of the committee shall be final.**

#### **Withdrawals**

**The Committee may grant sick leave for serious personal or family illness, disabilities or accidents(not including accident for which the employee is receiving Workers' Compensation), which cause the employee to be absent from work and when the employee has exhausted all accumulated and current sick leave. A one time per year 5 day loss of pay deductible must be met before any bank member can make a sick leave bank request.**

**Absence from work due to normal pregnancy or elective surgery may not make the employee eligible to withdraw from the sick leave bank.**

**Requests for withdrawal from the sick leave bank must state the reason(s) for the request and the number of days requested and must be accompanied by a detailed statement from an attending physician of the nature of the malady and the expected duration thereof.**

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

**The Committee shall have the authority to grant, reduce or deny any request. However, the Committee may grant no request, or any granted time may be withdrawn, when the employee accepts retirement; is eligible for Social Security Disability; or other disability insurance or the employee returns to work.**

**Legal Reference: A.C.A. \* 6-17-1208**

**Date Adopted: June 2003**

**Last Revised:**

### **3.14 JURY DUTY**

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

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

**Legal Reference: A.C.A. \* 16-31-106**

**Date Adopted: June 2003**

**Last Revised:**

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

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

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

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.16 INSULT OR ABUSE OF EMPLOYEE**

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

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

**Legal Reference: A.C.A. \*6-17-106**

**Date Adopted: June 2003**

**Last Revised:**

### **3.17 OUTSIDE EMPLOYMENT**

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

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

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.18 EMPLOYMENT**

**All prospective employees must fill out an application form provided by the District, in addition to any resume provided, all of which information 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.**

**The Deer/Mt. Judea School District is an equal opportunity employer and shall not discriminate on the grounds of race, color, religion, national origin, sex, age, or disability.**

**Date Adopted: June 2003**

**Last Revised:**

### **3.19 CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES**

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

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

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

**Twenty-nine cents per mile.**

**Travel                      \$55.00 per night hotel**

**Full Day Meals            \$30.00 – overnight**

**Half Day Meals          \$15.00 – overnight**

**Depending on location**

**Date Adopted: June 2003**

**Last Revised:**

### **3.22 DRESS OF THE EMPLOYEE**

**Employees shall insure that their dress and appearance are professional and appropriate to their positions. Any clothing that is too tight, too revealing, or otherwise not appropriate for an educational setting, will not be permitted.**

**Date Adopted: June 2003**

**Last Revised:**

### **3.23 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 petition 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 nature of the class.**

**Date Adopted: June 2003**

**Last Revised:**

### **3.24 DEBTS**

**All employees are expected to meet their financial obligations. If an employee writes “hot” checks or has his/her income garnished, dismissal may result.**

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

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.25 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**

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

**Group Grievance:** A grievance may be filed as a group grievance if it meets the following criteria:

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

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

**Immediate Supervisor:** the person immediately superior to an employee/group who directs and supervised the work of that employee/group.

**Day:** a calendar day, unless otherwise specified.

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

#### **Process**

**Level One:** An employee/group who believes that he/she/they has/have a grievance shall inform that employee's/group's immediate supervisor that the employee/group has a potential grievance and discuss the matter with the supervisor within ten working days of the occurrence of the grievance. The supervisor shall offer the employee/group an opportunity to have a witness or representative who is not a member of the employee's/group's immediate family present at their conference. (The ten-day requirement does not apply to grievances concerning back pay.) If the grievance is not

advanced to Level Two within ten days following the conference, the matter will be considered resolved and the employee/group shall have no further fight with respect to said grievance. If the grievance cannot be resolved by the immediate supervisor, the employee/group can advance the grievance to Level Two. To do this, the employee or group representative must complete the top half of the Level Two Grievance Form within ten 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/their immediate supervisor. The supervisor will have ten working days to respond to the grievance using the bottom half of the Level Two Grievance Form which he/she will submit to the building principal or, in the event the employee's/group's immediate supervisor is the building principal, the superintendent.

**Level Two:** Upon receipt of a Level Two Grievance Form, the building principal or superintendent (hereinafter "recipient") will have ten working days to schedule a conference with the employee/group filing the grievance. The supervisor shall offer the employee/group an opportunity to have a witness or representative who is not a member of the employee's/ group's immediate family present at their conference. After the conference, the recipient will have ten working days in which to deliver a written response to the grievance to the employee/group. If the grievance is not advanced to Level Three (if appropriate) or appealed to the Board of Education within ten day of the conference, the matter will be considered resolved and the employee/group shall have no further right with respect to said grievance.

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

**Appeal to the Board of Directors:** An employee/group who remains unsatisfied by the written response of the superintendent may appeal the superintendent's decision to the Board of Education within ten working days of his/her/their receipt of the Superintendent's written response by submitting a written request for a board hearing to the board president, with a copy sent to the superintendent. If the grievance is not appealed to the Board of Directors within ten days of his/her/their receipt of the superintendent's response, the matter will be considered resolved and the employee/group 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/group agrees in writing to an alternate date for the hearing. After

reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is grievance. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who not a member of the employee's/group's immediate family at the appeal hearing before the Board of Directors. The employee/group shall have no less than 90 minutes to present his/her/their grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee/group requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student's testimony given in closed session. At the conclusion of an open hearing, board deliberations shall also be in open session unless the board is deliberating the employee/group. A decisional 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/group because he/she/they has/have filed or advanced a grievance under this policy.

**Legal Reference: A.C.A. \* 6-17-208**

**Date Adopted: June 2003**

**Last Revised:**

**3.25F LEVEL TWO GRIEVANCE FORM**

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

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

**Personnel Policy grievance is based upon:** \_\_\_\_\_

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

**What would resolve your grievance?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supervisor's Response**

**Date submitted to recipient:** \_\_\_\_\_  
\_\_\_\_\_  
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**Date Adopted: June 2003**  
**Last Revised:**

### **3.26 SEXUAL HARASSMENT**

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

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

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

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

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

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

**Within the educational or work environment, sexual harassment is prohibited between any of the following: student; employees and students; not-employees and student; employees; employees and non-employees.**

**Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual**

**experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics; and spreading rumors related to a person's alleged sexual activities.**

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

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

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

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.28 COMPUTER USE POLICY**

**The Deer School District provides computer and/or computer Internet access for many employees, to assist employees in performing work related tasks. Employees are advised that they enjoy no expectation of privacy in any aspect of their computer use, including email, and that under Arkansas law, both email and computer use records maintained by the district are subject to disclosure under the Freedom of Information Act.**

**Passwords or security procedures are to be utilized as assigned, and confidentiality of student records relating to personnel is to be maintained at all times. Employees must not disable or bypass security procedures, disclose passwords to other staff members or students, or grant students access to any computer not designated for student use.\***

**Employees who misuse district-owned computers in any way, including excessive personal use, using computers to violate any other policy knowingly or negligently allowing unauthorized access, or using the computer to access or create sexually explicit or pornographic text or graphics, will face disciplinary action, up to and including termination or not-renewal of the employment contract.**

**Legal References: A.C.A. \* 6-21-107  
A.C.A. \* 6-21-111**

**Date Adopted: June 2003  
Last Revised:**

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

### **Definitions**

Social Media Account: a personal, individual, and non-work related account with an electronic medium or service where users may create, share, or view user-generated content, including videos, photographs, blogs, podcasts, messages, emails or website profiles or locations, such as FaceBook, Twitter, LinkedIn, MySpace, 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, 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 digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability. A good rule of thumb for staff to use is, "if you wouldn't say it face-to-face in a group, don't say it online."

Whether permitted or not specifically forbidden by policy, or when expressed in an adult-to-adult, face-to-face context, what in other mediums of expression could remain private opinions, including "likes" or comments that endorse or support the message or speech of another person, when expressed by staff on a social media website, have the potential to be disseminated far beyond the speaker's desire or intention.

This could undermine the public's perception of the individual's fitness to interact with students, thus undermining the employee's effectiveness. In this way, the expression and publication of such opinions, could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff 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>2</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 reasonable believed to be relevant to the investigation of an allegation of an employee violating district policy, or state, federal or local laws or regulations. If such an investigation occurs, and the employee refuses, upon request, to supply the username and/or password required to make an investigation, disciplinary action may be taken against the employee, which could include termination or nonrenewal of the employee's contract of employment with the District.

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

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

Notes: While only the Privacy of Employee's Social Media Accounts section of this policy is required by statute, ASBA strongly recommends adopting the policy in its entirety after consulting with staff for localizing purposes.

This policy is similar to policy 3.45. If you change this policy, review 3.45 at the same time to ensure applicable consistency between the two.

<sup>1</sup> The policy's separate definitions for "social media websites" and "professional/education social media accounts" are important. Districts are encouraged to establish "professional/education social media accounts" as an acceptable means of teacher and district communication with students and parents. This can serve to discourage inappropriate staff/student interactions on "social media websites." ASBA strongly suggests using the discussions for modifying/personalizing this policy as a means for generating the acceptable guidelines and procedures for staff creation of private social networks. We recommend **NOT** incorporating the guidelines into the policy, but have them available for all staff to review. Incorporating them into the policy will make it much harder to change them if the need arises.

<sup>2</sup> What is and is not acceptable staff/student interaction on social networking websites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that normally occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which items should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what **is** permitted as what **is not** permitted. Your discussions may elicit additional bullets to include in the policy.

- Sharing personal landline or cell phone numbers with students;
- Text messaging students;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking websites;

- Accepting the solicitation of students as friends or contacts on social networking websites;
- Creation of administratively approved and sanctioned “groups” on social networking websites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing personal websites or other media access information with students through which the staff member would share personal information and occurrences.

Cross reference: 8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

Legal Reference: A.C.A. § 11-2-124

Date Adopted: June 27, 2013

Last Revised: June, 2013

\*

## 8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

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

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

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

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

- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with the school or school district without proper authorization;
- r. attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- s. providing access to the District's Internet Access to unauthorized individuals; or
- t. taking part in any activity related to Internet use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
- u. making unauthorized copies of computer software.
- v. personal use of computers during instructional time.

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

6. No Expectation of Privacy: The Employee signing below agrees that in using the Internet through the District's access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that the district may monitor the Employee's use of the District's Internet Access and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: June 2003

Last Revised:

3.25—TOBACCO USE \*

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

District, or other school vehicles is prohibited.

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

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: June 2003

Last Revised/Approved: June 27, 2013

### **3.32 FAMILY MEDICAL LEAVE**

#### **Eligibility**

The Deer School District will grant up to twelve (12) weeks of leave in accordance with the Family Medical Leave Act of 1993 (FMLA) to its employees who have been employed by the District for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) month period of eligibility shall begin on the first duty day of the school year. Leave will be granted for one or more of the following reasons:

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

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.

If both the husband and the wife are employed by the district and entitled to leave as defined above, the District may, as determined by the needs of the District, limit their leave to a combined total of twelve (12) weeks when taken for reasons 1 or 2 listed above or to care for a parent with a serious health condition.

#### **Notice by Employees**

**Foreseeable:** When the need for leave is foreseeable, the employee must provide the District with at least thirty (30) days advance notice before the leave is to begin. If thirty (30) days is not practicable, such as because of a lack of knowledge of approximately when the leave will be required to begin, 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 employee should provide a medical certification from a health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin.

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

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

### **Medical Certification**

**The required medical certification from a licensed practicing health care provider of the need for FMLA leave for reasons 3 or 4 listed above shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.**

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

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

- a. The employee requests an extension of leave;**
- b. Circumstances described by the previous certification have changed significantly; and/or**
- c. The District receives information that casts doubt upon the continuing validity of the certification.**

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

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

### **Concurrent Leave**

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

**Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition.**

### **Health Insurance Coverage**

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

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

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

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

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

### **Reporting Requirements During Leave**

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

### **Return to Work**

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

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

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

### **Intermittent Leave**

The District will honor employee requests for intermittent leave as prescribed by the FMLA and that are in the best interests of the District.

### **Policy**

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

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

**Date Adopted: June 2003**

**Last Revised:**

### **3.46 VACATION**

**Full-time twelve (12) month staff accumulates vacation days at the rate of one day per month accumulative to twelve (12) total days annually. Staff with 10 years continuous service may accumulate eighteen (15) days annually. Vacation days are accumulated concurrent with fiscal year, July 1 to June 30. Unused vacation days may carryover annually and accumulate to a maximum of eighteen (18) vacation days within a fiscal year. For days accumulated over eighteen (18) employees will receive pay based on substitute pay per day.**

**Vacation days are to be scheduled at least one week in advance subject to the approval of the Superintendent. Staff are encouraged to use their vacation days during the summer months. Vacation days should be scheduled with consideration given to when they least interfere with delivery of services to the school.**

Date Adopted : June 2003

Last Revised:

### 3.49- SENIOR CLASS SPONSOR

Each Senior class will have two sponsors selected from certified or classified staff and these sponsors will be paid \$500 each above regular salary for this activity, to be paid one-half at end of first semester, second payment at end of school year. Sponsors going on senior trips should have all expenses paid—including wife/husband of sponsors, if acting as chaperon.

Same would be true for board members or administrators, if they go on the trip.

Near first of school year, a pool of teachers willing to sponsor that year's seniors should be made on a voluntary basis.

Sponsors must be approved by the school board.

### 3.49A- JUNIOR CLASS SPONSOR

Each Junior class will have two sponsors selected from certified or classified staff and these sponsors will be paid \$250 each above regular salary for this activity, to be paid one-half at end of first semester, second payment at end of school year.

Near first of school year, a pool of teachers willing to sponsor that year's juniors should be made on a voluntary basis.

Sponsors must be approved by the school board.

Date Adopted: June 2003

Last Revised: June 28, 2004

### **3.30-- ASSIGNMENT OF EXTRA DUTIES CLASSIFIED PERSONNEL**

#### **An Act To Provide Additional Time For Instructional Purposes**

##### **Section 2 --- PPC**

**From time to time extra duties may be assigned to classified personnel by the school principal or superintendent as circumstances dictate . Classified personnel shall be compensated for these duties at a minimum rate of pay equal to their current per diem pay rate .**

### **3.35 EMPLOYEE PROBLEMS/CONCERNS**

**Employees shall have the right to present problems or concerns , and so doing shall be assured freedom from restraint , interference , discrimination ,and/or reprisal .**

**The employ will first present the problem/concern to the building principal or supervisor . It should be anticipated that the principal or supervisor will respond to the presentation in a manner that will result in a satisfactory solution to the problem/concern .**

**The employee may present the problem/concern to the superintendent , but this should occur only after it has become evident that the principal or supervisor and employee cannot arrive at a satisfactory solution . This action should be taken after the principal or supervisor has been notified of the employee's intentions .**

**If a satisfactory solution cannot be arranged by the superintendent and employee , the employee may approach the school board .**

### **3.37 CLASSIFIED STAFF EMPLOYMENT SCHEDULE**

**Classified staff , if recommended by the superintendent , will be elected by the school board no later than the April board meeting**

## **8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS**

### Firearms

Arkansas law A.C.A. 5-73-119 forbids the possession of a firearm on any public school campus or in or upon any school bus. All employees of this school district, including those who may possess a “concealed carry permit,” shall strictly abide by this law, with the exception of those employees who may be participating in a school-approved educational course or program involving the use of firearms such as ROTC programs, hunting safety or military education, or before or after-school hunting or rifle clubs. With the exception of firearms located in an employee’s on-campus personal residence and immediately adjacent parking area,<sup>1</sup> the possession of a firearm by a school district employee anywhere on school property, including parking areas and in or upon a school bus, will result in disciplinary action being taken against the employee, which may include termination or nonrenewal of the contract of employment.

### Other Weapons

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

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

Date Adopted: June 2013

Last Revised/Approved: June 27,2013

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

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

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

It is the intention of the board of directors that district staff not stigmatize students whose parents or guardians are sex offenders while taking necessary steps to safeguard the school community and comply with state law. Each school's administration should establish procedures so attention is not drawn to the accommodations necessary for registered sex offender parents or guardians.<sup>1</sup>

<sup>1</sup> For example, if a sex offender parent will arrive for conferences at the same time as other parents, staff should escort additional parents to their student's classroom, not just the sex offender parent. All principals, designees, and school employees who will or may have contact with the sex offender parents shall be required to keep confidential both the sex offender status and sex offender accommodations made for a parent.

Legal References: A.C.A. § 12-12-913 (g) (2)

Arkansas Department of Education Guidelines for "Megan's Law"

A.C.A. § 5-14-132

Date Adopted: June 2003

Last Revised/Approved: June 2013

## **\*8.24—SCHOOL BUS DRIVER’S USE OF CELL PHONES**

Any driver of a motor vehicle which is privately owned and operated for compensation, or which is owned, leased or otherwise operated by, or for the benefit of the District, and is operated for the transportation of children to or from school or school sponsored activity shall not operate a school bus while using a cell phone unless the vehicle is safely off the road with the parking brake engaged, to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following emergency situations.

An emergency system response operator or 911 public safety communications dispatcher;

A hospital or emergency room;

A physician's office or health clinic;

An ambulance or fire department rescue service;

A fire department, fire protection district, or volunteer fire department; or

A police department.

Legal References:       A.C.A. § 6 –19 -120

ADE Rules and Regulations Governing Mobile Phone Usage by  
School Bus Drivers

Date Adopted: June 2003

Last Revised:

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## **8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING**

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

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

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

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

### **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;

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

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

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

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

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

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

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

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

Act 907 of 2011 requires all personnel to receive training related to compliance with the district's antibullying policies.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: June 2003

Last Revised/Approved: June, 2013

### **8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR**

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

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

Note: Be sure your calendar includes work days and holidays.

Legal References: A.C.A. § 6-17-2301

Arkansas Comprehensive Testing, Assessment, and Accountability

Plan Rules

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

### **Obtaining Eligibility Information**

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

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

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

### **Releasing Eligibility Information**

As part of the district’s participation in the National School Lunch Program and the School Breakfast Program, the district collects eligibility data from its students. The data’s confidentiality is very important and is governed by federal law. The district has made the determination to release student eligibility status or information<sup>2</sup> as permitted by law. Federal law governs how eligibility data may be released and to whom. The district will take the following steps to ensure its confidentiality:

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

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

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

The Child Nutrition Unit of the ADE website (<http://cnn.k12.ar.us>) has the referenced Commissioner's Memos as well as helpful information to develop your policy statement packet. Additionally, Commissioner's Memos FIN 09-041 has two attachments that will go a long way toward explaining the restrictions on the release of eligibility information and status.

<sup>1</sup> The penalty for improper disclosure of eligibility information is a fine of not more than \$1000 per student name if a violation is by either the district or a person in the disclosure without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

<sup>2</sup> The district owns the data and has the right to choose whether or not to release it to **anyone**. Therefore, the district must make the decisions concerning its release. With the ownership comes the responsibility to ensure proper security of the data.

Legal References: Commissioner's Memos IA-05-018, FIN 09-041, IA 99-011, and FIN 13-018

ADE Eligibility Manual for School Meals Revised July 2012

7 CFR 210.1 – 210.31

7 CFR 220.1 – 220.22

7 CFR 245.5, 245.6, 245.8

42 USC 1758(b)(6)

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### **8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION**

The district provides Workers' Compensation Insurance, as required by law. Employees who sustain **any** injury at work must immediately notify their immediate supervisor, or in the absence of their immediate supervisor notify the superintendent<sup>1</sup>. An injured employee must fill out a Form N and the employee's supervisor will determine whether to report the claim or

to file the paperwork if the injury requires neither medical treatment or lost work time. While many injuries will require no medical treatment or time lost at work, should the need for treatment arise later, it is important that there be a record that the injury occurred. All employees have a duty to provide information and make statements as requested for the purposes of the claim assessment and investigation.

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

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

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

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

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

Legal References: Ark. Workers Compensation Commission RULE 099.33 -  
MANAGED CARE

A.C.A. § 11-9-508(d)(5)(A)

A.C.A. § 11-9-514(a)(3)(A)(i)

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