North Little Rock School District
TABLE OF CONTENTS

SECTION 8—CLASSIFIED PERSONNEL POLICIES

8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE .......................................................... 6
8.2—CLASSIFIED PERSONNEL EVALUATIONS ............................................................... 8
8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES .................................. 9
8.4—CLASSIFIED EMPLOYEES DRUG TESTING ............................................................ 10
8.5—CLASSIFIED EMPLOYEES SICK LEAVE - OPTION A ............................................ 16
8.5—CLASSIFIED EMPLOYEES SICK LEAVE - OPTION B ............................................
8.6—SICK LEAVE BANK —CLASSIFIED EMPLOYEES ................................................ 20
8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE .................... 22
8.8—CLASSIFIED PERSONNEL RESPONSIBILITIES IN DEALING WITH SEX OFFENDERS ON CAMPUS ........................................................................................................ 24
8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL ....................................................... 25
8.10—JURY DUTY –CLASSIFIED PERSONNEL ............................................................ 26
8.11—OVERTIME, COMPTIME, AND COMPLYING WITH FLSA ..................................... 27
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT .......................................... 33
8.13—CLASSIFIED EMPLOYMENT ................................................................................... 35
8.14—CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES .................. 39
8.15—CLASSIFIED PERSONNEL TOBACCO USE ....................................................... 40
8.16—DRESS OF CLASSIFIED EMPLOYEES ............................................................... 41
8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY .............................................. 42
8.18—CLASSIFIED PERSONNEL DEBTS .................................................................... 43
8.19—CLASSIFIED PERSONNEL GRIEVANCES ................................................................. 44
8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED .................................................. 47
8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT ............................................. 48
8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS ..................................... 51
8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY ........................................... 52
8.22F—CLASSIFIED PERSONNEL INTERNET USE AGREEMENT .................................... 53
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE .......................................... 55
8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES ............... 71
8.25—CLASSIFIED PERSONNEL CELL PHONE USE ...................................................... 72
8.26—CLASSIFIED PERSONNEL RESPONSIBILITIES GOVERNING BULLYING ............... 74
8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT .............................. 77
8.28—DRUG FREE WORKPLACE - CLASSIFIED PERSONNEL ........................................ 78
8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT ............................... 81
8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING .... 82
8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE .............................................. 83
8.31—CLASSIFIED PERSONNEL TERMINATION AND NON-RENEWAL .......................... 85
8.32—CLASSIFIED PERSONNEL ASSIGNMENTS .......................................................... 86
8.33—CLASSIFIED PERSONNEL SCHOOL CALENDAR .................................................. 87
8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT ......................................................... 88
8.35—OBTAINING AND RELEASING STUDENT’S FREE AND REDUCED PRICE MEAL ELIGIBILITY INFORMATION ........................................................................................................ 89
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION _ 91
8.37—CLASSIFIED PERSONNEL SOCIAL NETWORKING AND ETHICS 93
8.38—CLASSIFIED PERSONNEL VACATIONS 97
8.39—DEPOSITING COLLECTED FUNDS 98
8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS 99
8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT IN THE CHILD NUTRITION PROGRAM 102
8.42—CLASSIFIED PERSONNEL BUS DRIVER END OF ROUTE REVIEW 104
NLR 1--DUAL EMPLOYMENT 107
NLR 2--CLASSIFIED PERSONNEL POLICIES COMMITTEE (CPPC) 108
NLR 3-EQUAL OPPORTUNITY EMPLOYMENT 109
NLR 4-GENERAL REQUIREMENTS FOR EMPLOYMENT 110
NLR 5-PERSONNEL RECORDS & RIGHT OF REVIEW 111
NLR 6-CONFLICT OF INTEREST 112
NLR 7-TEMPORARY & SUBSTITUTE EMPLOYEES 113
NLR 8-ANNOUNCEMENT OF VACANCIES 114
NLR 9-PERSONNEL CONTRACTS 115
NLR 10-CLASSIFIED TRANSFERS 116
NLR 11-CLASSIFIED RESIGNATIONS 117
NLR 12-PAYMENT OF SALARY 118
NLR 13-CONTRACTED SALARY ADJUSTMENT 119
NLR 14-COMPUTATION OF DAILY SALARY 120
NLR 15-LIABILITY & LEGAL SUPPORT 121
NLR 16-TORT IMMUNITY 122
NLR 17-LONGEVITY RETIREMENT PAY

NLR 18-SICK LEAVE REDEMPTION

NLR 19-EXTENDED LEAVE WITHOUT PAY

NLR 20-JOB ABANDONMENT

NLR 21-SCHOOL BUSINESS

NLR 22-MILITARY LEAVE

NLR 23-LEAVE FOR PUBLIC SERVICE

NLR 24-HOLIDAYS

NLR 25-CLASSIFIED PERSONNEL VOLUNTARY DECREASE IN CONTRACTED DAYS

NLR 26-REQUIREMENTS FOR PARAPROFESSIONALS

NLR 27-WORKING HOURS FOR NON-INSTRUCTIONAL STAFF

NLR 28-WORK SCHEDULES FOR INCLEMENT WEATHER

NLR 29-SIGN-IN/OUT PROCEDURES

NLR 30-ANNUAL PERSONNEL SURVEY OF JOB PREFERENCE

NLR 31-PERSONNEL EMPLOYEE TRAINING

NLR 32-PERSONNEL VIDEO SURVEILLANCE

NLR 33-SOLICITATIONS

NLR 34-GIFTS

NLR 35-DIRECTORY INFORMATION

NLR 36-BUILDING COMMUNICATIONS COMMITTEE

NLR 37-CLASSIFIED TUITION REIMBURSEMENT

NLR 38-CLASSIFIED WELLNESS POLICY

NLR 39-FRINGE BENEFITS
CLASSIFIED PERSONNEL
8.1—CLASSIFIED PERSONNEL SALARY SCHEDULE

Non-certified employees are classified for salary purposes according to criteria appropriate to their various positions and placed on the proper salary schedule. Evaluation of past experience and placement on the salary schedule are the responsibility of the Executive Director of Human Resources. Years’ experience appearing on the application or on an attached resume at the time of hire, with Human Resources Office verification, will be the determining factor for awarding years’ experience for salary placement purposes. Years’ experience shall not be awarded for previous part-time employment or non-salaried positions held. Once experience placement is determined, there shall be no further consideration of any subsequent experience submissions.

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 quality for a step increase.

"Classified Salary Schedule is a set of matrices that are updated and published each school year, which contains the minimum salaries for all five classifications of classified employees and includes ranges, steps, and rates of pay. The salary schedule is required to reflect the actual pay practices of the district."

Cross Reference: Policy 1.9—POLICY FORMULATION

Legal References: 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: December, 1995
Revised: November 20, 2014
Last Revised: June 9, 2016
8.2—CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

Any forms, procedures or other methods of evaluation, including criteria, are to be developed by the Superintendent and/or Executive Director of Human Resources, but shall not be part of the personnel policies of the District.

Legal Reference: A.C.A. § 6-17-2301

Date Adopted: June 1986
Last Revised: June 9, 2016
8.3—EVALUATION OF CLASSIFIED PERSONNEL BY RELATIVES

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

Date Adopted: May 2004
Revised: May 19, 2005
Last Revised: June 9, 2016
8.4—CLASSIFIED EMPLOYEES DRUG TESTING

SCOPE OF POLICY

Each person hired for a position which allows or requires that the employee to possess a Commercial Driver’s License to allow that employee to operate a vehicle for the transportation of children to or from school or school sponsored activity shall undergo a physical examination, including a drug test. Each person’s initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The offer of employment is also conditioned upon the employee’s signing an authorization for the request for information by the district from the Commercial Driver Alcohol and Drug Testing Database.

METHODS OF TESTING

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

DEFINITION

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.

REQUIREMENTS

Employees shall be drug and alcohol free from the time the employee is required to be ready to work until the employee is relieved from the responsibility for performing work and/or any time they are performing a safety-sensitive function. In addition to the testing required as an initial condition of employment, employees shall submit to subsequent drug tests as required by law and/or regulation. Subsequent testing includes, and/or is triggered by, but is not limited to:
   1. Random tests;
   2. Testing in conjunction with an accident;
   3. Reasonable suspicion;
   4. Return to duty testing.
PROHIBITIONS

A. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having any alcohol concentration;
B. No driver shall use alcohol while performing safety-sensitive functions;
C. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
D. No driver required to take a post-accident alcohol test under # 2 above shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first;
E. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1, 2, 3 and/or 4 above;
F. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when using any controlled substance, except when used pursuant to the instructions of a licensed medical practitioner, knowledgeable of the driver’s job responsibilities, who has advised the driver that the substance will not adversely affect the driver’s ability to safely operate his/her vehicle. It is the employee’s responsibility to inform his/her supervisor of the employee’s use of such medication;
G. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

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

TESTING FOR CAUSE

Drivers involved in an accident in which there is a loss of another person’s life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle and the driver cannot be completely absolved of fault in the accident.

REFUSAL TO SUBMIT

Refusal to submit to an alcohol or controlled substance test means that the driver
1. 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;
2. Failed to remain at the testing site until the testing process was completed;
3. Failed to provide a urine specimen for any required drug test;
4. Failed to provide a sufficient amount of urine without an adequate medical reason for the failure;
5. Failed to undergo a medical examination as directed by the Medical Review Officer as part of the verification process for the previous listed reason;
6. Failed or declined to submit to a second test that the employer or collector has directed the driver to take;
7. Failed to cooperate with any of the testing process; and/or
8. Adulterated or substituted a test result as reported by the Medical Review Officer.

CONSEQUENCES FOR VIOLATIONS

Drivers who engage in any conduct prohibited by this policy, who refuse to take a required drug or alcohol test, 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 by at least two supervisory personnel. The Superintendent or his/her designee shall require the driver to submit to “reasonable suspicion” tests for alcohol and controlled substances. The direction to submit to such tests must be made just before, just after, or during the time the driver is performing safety-sensitive functions. If circumstances prohibit the testing of the driver the Superintendent or his/her designee shall remove the driver from reporting for, or remaining on, duty for a minimum of 24 hours from the time the observation was made triggering the driver’s removal from duty.

If the results for an alcohol test administered to a driver 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 not less than 24 hours from the time the test was administered. Unless the loss of duty time triggers other employment consequence policies, no further other action against the driver is authorized by this policy for test results showing an alcohol concentration of less than 0.04.

Legal Reference:

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

Date Adopted: July 1994
Revised: February 20, 2007
Last Revised: June 24, 2010

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8.4A- CLASSIFIED EMPLOYEES NON-DEPARTMENT OF TRANSPORTATION DRUG TESTING

SCOPE OF POLICY

Each person hired for a position which allows or requires the employee to operate a vehicle shall undergo a pre-employment drug test before being allowed to operate a school owned vehicle in a safety sensitive function. (Unless grandfathered in by being hired before 1992). Each person’s initial permission to drive a vehicle and obtain employment is condition upon the district receiving a negative drug test result for that employee. Administrative approval is required to add an employee and the employee’s school or department must pay all costs associated with the addition. Any employee added will be subject to the policy including random tests for one year minimum.

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”) and that is in compliance with regulations issued by the United States Department of Transportation.

DEFINITION

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.

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 policy and procedures. Subsequent testing includes, and/or is triggered by, but is not limited to:
   1. Random tests;
   2. Testing in conjunction with an accident;
   3. Reasonable suspicion;
   4. Return to duty testing.
PROHIBITIONS

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

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

TESTING FOR CAUSE

Drivers involved in an accident in which there is a loss of another person’s life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved: 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment at the scene or 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 and the driver cannot be completely absolved of fault in the accident.

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 District policy and procedure.
- 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;

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• 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.

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

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

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

Date Adopted: June 24, 2010
Last Revised:
8.5—CLASSIFIED EMPLOYEES SICK LEAVE

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

a. Employee—is an employee of the North Little Rock School District working 20 or more hours per week who is not required to have a teaching license as a condition of employment.

b. Sick leave—this shall mean absence with pay from one's duties for the reason of personal illness, or illness in the immediate family, or a death in the family. The supervisor has the discretion to approve or disapprove applications for sick leave for death in the family of persons outside the immediate family.

Sometimes there are circumstances when propriety, respect, and courtesy require that staff members attend funerals of persons who are not family members. In such cases, at the discretion of the supervisor, employees may attend such funeral if the absence will not exceed one-half day and arrangements can be made without the requirement of a substitute. No charge against leave time will be made if the absence is less than three hours.

c. Immediate family—this shall include the employee's spouse, parents, children, sisters, brothers, grandchildren, grandparents, and immediate in-laws.

d. Accumulated sick leave—this shall mean the total number of days/hours of unused sick leave from prior years, not to exceed the number of hours equivalent to 100 days, that an employee has to his/her credit. If a conversion from hours to days or vice versa should need to be made due to a change in payroll accounting, the calculations will be done using the number of daily hours the employee worked on the last day of employee contract of the previous school year.

e. Current sick leave—days/hours of sick leave provided by this policy for the current year.

Whenever a staff member is employed by this District from another district in the State of Arkansas without a break in service, said employee shall be granted credit by the District for any unused sick leave accumulated by said employee in the former school district but not to exceed a maximum of ninety (90) days or the equivalent hours, not to exceed 720. Said accumulated and unused sick leave credit shall be granted to the employee upon furnishing proof in writing thereof from the school district of former employment.

Whenever any employee shall re-enter the North Little Rock School District within three years, and without service in another district in the state, said employee shall be granted credit for any unused sick leave accumulated at the time of employee leaving the District but not to exceed ninety (90) days or the equivalent hours.

The District shall provide sick leave for each employee in accordance with the scale as presented in this policy. Days above the minimum that are indicated by the chart below shall be granted at the beginning of the contract period. Such leave shall be in force beginning with the first day of the employee's period of employment. If an employee resigns or leaves employee position for any reason before the end of the school term, the District shall deduct from employee paycheck full compensation for any days of sick leave used in excess of the number of days/hours earned. An employee shall be entitled to sick leave only for the reason of personal illness, illness in employee immediate family, or a death in the family. Sick leave may be taken on a half-day basis for salaried employees or an equivalent hourly basis for hourly employees.
A record of sick leave used and accumulated shall be established and maintained by the District for each employee. Sick leave that is unused by employees during each school year shall be accumulated in such employee's sick leave account at a rate granted according to the chart above or until 100 days or the equivalent hours have been accumulated.

An employee may use any number of accumulated plus current days.

When an employee, absent from work because of illness again becomes physically able to assume the duties and responsibilities of employment, the employee shall at that time return to work. The school administration may require an absent employee to furnish a written statement from the attending physician attesting to the employee's physical inability to work. Where leave is taken because of the illness of an immediate member of the employee's family, the school administration may require the absent employee to furnish a written statement from the attending physician attesting to the necessity of the employee's absence from work because of the illness of the immediate member of the family.

The Board may require an examination by a doctor or clinic of its choosing to determine the physical and/or mental fitness of any employee if conditions warrant this action. The examination shall be at no expense of the employee.

When an employee is absent in excess of the number of sick leave days stated in the employee's contract, the full daily salary rate for the excess days absent shall be deducted. Such deductions shall be made on the paycheck received by the employee for the period following the absences.

a. When an employee has been absent for ten days during a six-week period, whether or not the days are consecutive, cause may be given for a conference to determine the circumstances of such absences. It is the intention of this conference to determine the likelihood that the employee’s continued absences will disrupt the continuity of the work day. In those instances where the conference reveals that the absences are unlikely to continue on a long-term basis, the employee will remain in employee assigned position.

b. Should the circumstances seem to justify it, a statement of a doctor shall be required to substantiate the necessity of the absences and to predict the likelihood of a continuation of this pattern of absence.

c. In the event an employee’s health is such as to cause the expectation of this pattern to continue, it is within the discretion of the District Personnel Officer to relieve the employee of employee assignment and to re-assign the employee.
d. It is within the discretion of the administration to place the employee in the regular assignment when the health problem appears to have been eliminated and at such time in the term as to make for a smooth and logical transition.

When an employee experiences health or other problems that force the employee to be absent for 120 consecutive work days, the District Executive Director of Human Resources shall review the factors involved, including the adequacy with which the duties are being discharged and the prospects for the problems being alleviated to allow the employee to return to duty.

The District Executive Director of Human Resources may then recommend termination of contract, because of excessive absenteeism, or allow the contract to remain in force, subject to review each thirty (30) work days.

Sick Leave and Family Medical Leave Act (FMLA) Leave

When an employee takes sick leave, the District shall determine if the employee is eligible for FMLA leave and if the leave qualifies for FMLA leave. The District may request additional information from the employee to help make the applicability determination. If the employee is eligible for FMLA leave and if the leave qualifies under the FMLA, the District will notify the employee 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 vacation or personal leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee’s accrued leave. See 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

Cross Reference: 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE
Board Adopted: June 1986
Revised: February 16, 2006
Revised: June 19, 2008
Revised: May 21, 2009
Revised: February 16, 2012
Last Revised: June 21, 2012

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

Legal References: A.C.A. § 6-17-1301 et seq.
29 USC §§ 2601 et seq.
29 CFR 825.100 et seq.
8.6—SICK LEAVE BANK

The purpose of the Sick Leave Bank is to provide eligible employees, who have exhausted all of their accumulated sick leave, the means to obtaining additional sick leave days upon proper approval of the Sick Leave Bank Committee.

A. ELIGIBILITY: All full time employees of the North Little Rock School District shall be eligible for participation in the Sick Leave Bank upon completion of the enrollment process.

B. ENROLLMENT: Eligible employees shall indicate their choice to enroll or decline membership in the Sick Leave Bank by indicating their preference on the form provided by the Personnel Department at the beginning of each school year. Membership is voluntary and withdrawal shall result in forfeiture of all days contributed.

C. CONTRIBUTION: The initial contribution to the bank will be made at the time of joining the bank and future contributions within a contract year will be based on need as agreed upon by the Sick Leave Bank Committee and Board of Education. The yearly contribution will remain at the same rate unless a need arises to change.

D. RATE OF CONTRIBUTION: If the balance of sick leave days in the sick leave bank falls below 1000 days on or before July 1st of any school year, one sick leave day will be assessed from every member of the sick leave bank at the beginning of the next school year. If the balance of sick leave days in the bank remains above 1000 as of July 1 of any school year, one sick leave day will be assessed from new sick leave bank members only at the beginning of the following school year.

E. COMPOSITION OF THE SICK LEAVE BANK COMMITTEE: The Sick Leave Bank Committee shall consist of six members appointed by the Superintendent of Schools. There shall be three teachers, two classified employees and one administrator. Committee members shall serve a three-year term with one teacher and one other committee member rotating off each year. The committee shall meet monthly (or more often if needed) to review applications. The Sick Leave Bank Committee shall be the final authority on all matters concerning implementation of the Bank.

F. TYPE OF ILLNESS COVERED: Serious personal or family illness, disabilities, or accidents (excluding Worker’s Compensation or tort damage awards) which causes an extended leave of absence from employment by the employee. Elective surgery and normal pregnancy are excluded from covered illnesses. Leave for the purpose of family illness will be granted only after all sick leave has been exhausted by the employee and spouse (if any) regardless of place of employment.

G. Employees must submit to the Chairman of the Sick Leave Bank Committee an application form and two (2) medical doctor statements of disability on appropriate North Little Rock School District forms. Forms are available in each building. Application may be made to the Sick Leave Bank when accumulated sick leave days fall to 10 days or less.
H. LIMITS: A maximum of one hundred twenty five (125) days may be granted to an applicant. Sick leave days are to be granted in increments so that the disabled employee shall continue to receive payroll checks with as little delay as possible. The maximum increment will be thirty (30) days. The extensions of an increment will be granted only after a thorough review by the Sick Leave Bank Committee. The minimum increment is to be no fewer than three (3) days.

Sick leave days from the Sick Leave Bank will not be granted under the following conditions:

1. Time between contracts
2. Incapacitated party becomes eligible for Social Security disability
3. Incapacitated party accepts teacher or public employee’s retirement.
4. Incapacitated party returns to work.

Board Adopted: SEPTEMBER 1991
Revised: February 16, 2006
Last Revised: April 16, 2009

Legal Reference: A.C.A. § 6-17-1306
8.7—CLASSIFIED PERSONNEL PERSONAL AND PROFESSIONAL LEAVE

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

Employees shall take personal leave or leave without pay for those absences which are not due to attendance at school functions which are related to their job duties and do not qualify for other types of leave (for sick leave see Policy 8.5, for professional leave see below).

“School functions”, for the purposes of this policy, means:
1. Athletic or academic events related to a public school district; and
2. Meetings and conferences related to education.

The determination of what activities meet the definition of a school function shall be made by the employee’s immediate supervisor or designee. In no instance shall paid leave in excess of allotted vacation days and/or personal days be granted to an employee who is absent from work while receiving remuneration from another source as compensation for the reason for their absence.

Any employee desiring to take personal leave may do so by making a written request to his/her supervisor at least twenty-four (24) hours prior to the time of the requested leave. The twenty-four-hour requirement may be waived by the supervisor when the supervisor deems it appropriate. These days cannot be used during the first two weeks or last two weeks of a school term except in the case of an emergency.

Employees who fail to report to work when their request for a personal day has been denied or who have exhausted their allotted personal days, shall lose their daily rate of pay for the day(s) missed (leave without pay). While there are instances where personal circumstances necessitate an employee’s absence beyond the allotted days of sick and/or personal leave, any employee who requires leave without pay must receive advance permission (except in medical emergencies and/or as permitted by policy 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE) from their immediate supervisor. Failure to report to work without having received permission to be absent is grounds for discipline, up to and including termination.

The District reserves the right to limit the approval of these days in accordance with the availability of substitutes on days preceding and following holidays. No reason other than "personal business" needs to be stated. A record of personal leave used and accumulated shall be established and maintained by the District for each employee. The total number of personal days available to an employee at the beginning of a contract year shall be reflected on that employee's contract. Personal leave that is unused shall be accumulated up to a maximum of three days, according to the following scale:

<table>
<thead>
<tr>
<th>District Experience</th>
<th>Personal Leave Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 years</td>
<td>2 current and 2 accumulative</td>
</tr>
<tr>
<td></td>
<td>(if unused in previous years)</td>
</tr>
<tr>
<td>5 or-more years</td>
<td>2 current and 3 accumulative</td>
</tr>
<tr>
<td></td>
<td>(if unused in previous years)</td>
</tr>
</tbody>
</table>

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This policy does not apply to twelve-month Administrative personnel.

Unused current personal leave which would otherwise be forfeited at the end of the year shall be converted to sick leave for the following contract year.

**Professional Leave**

“Professional Leave” is leave granted for the purpose of enabling an employee to participate in professional activities (e.g., workshops or serving on professional committees) which can serve to improve the school District’s instructional program or enhances the employee’s ability to perform his duties. Professional leave will also be granted when a school District’s employee is subpoenaed for a matter arising out of the employee’s employment with the school District. Any employee seeking professional leave must make a written request to his immediate supervisor, setting forth the information necessary for the supervisor to make an informed decision. The supervisor’s decision is subject to review and overruling by the superintendent. Budgeting concerns and the potential benefit for the District’s students will be taken into consideration in reviewing a request for professional leave.

Applications for professional leave should be made as soon as possible following the employee’s discerning a need for such leave, but, in any case, no less than two (2) weeks before the requested leave is to begin, if possible. Agendas, letter of invitation, programs, etc., outlining the activities should accompany the application form.

If the employee does not receive or does not accept remuneration for his/her participation in the professional leave activity and a substitute is needed for the employee, the District shall pay the full cost of the substitute. If the employee receives and accepts remuneration for his/her participation in the professional leave activity, the employee shall forfeit his/her daily rate of pay from the District for the time the employee misses. The cost of a substitute, if one is needed, shall be paid by the employee.

Notes: While you are not required to provide employees with personal days, you are required to have a policy that requires employees who are absent from the district to take either personal days or leave without pay.

Please note that the provisions of A.C.A. § 21-4-216, which gives state employees eight (8) hours of paid leave to attend their children’s school educational activities, do **NOT** apply to public school employees.

Legal Reference: A.C.A. § 6-17-211

Date Adopted: October 26, 2006
Last Revised: June 9, 2016
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.¹

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

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 9, 2016  
Last Revised:
8.9—PUBLIC OFFICE –CLASSIFIED PERSONNEL

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

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

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

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

Note: This policy is similar to Policy 3.13. If you change this policy, review 3.13 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy 8.17—Classified Personnel Political Activity

Legal Reference: A.C.A. § 6-17-115

Date Adopted: June 1986
Revised: September 15, 2005
Last Revised: June 21, 2012
8.10—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) of the 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 1986
Revised: September 15, 2005
Last Revised: June 9, 2016
8.11—OVERTIME, COMPTIME, and COMPLYING WITH FLSA

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

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

Definitions

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

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

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

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

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

“Workweek” is the seven day consecutive period of time from 12:00AM 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:

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

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

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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 timesheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

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

Breaks and Meals

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

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

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

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

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

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

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

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

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

Overtime Authorization

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

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

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

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

Record Keeping\textsuperscript{S} and Postings\textsuperscript{T}

The District shall keep and maintain records as required by the FLSA for the period of time\textsuperscript{U} required by the act.

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

Cooperation with Enforcement Officials\textsuperscript{V}

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:
\begin{itemize}
  \item Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
  \item Entering, inspecting, and/or transcribing the premises and its records;
  \item Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.
\end{itemize}

Notes:

1. Registered nurses fall under the “Learned Professional” exemption of the FLSA; however, this exemption does not apply to LPNs.

While the DOL removed the bright line rule that a supervisor may not spend more than twenty percent (20\%) of work time in a week performing non-supervisory duties, a supervisor must still commit a majority of time to supervisory duties and the higher the percentage of time each week the better.

In order for an employee to be an exempt employee under this policy, the Wage and Hour Division of the DOL requires the employee to receive a minimum amount of gross income each week. Currently, an employee must receive a minimum of four hundred fifty-five dollars ($455) to be exempt; however, proposed rules have been released that would both increase the minimum weekly amount to between nine hundred twenty dollars ($920) and nine hundred seventy dollars ($970) as well as set up a system to automatically increase the minimum weekly amount.
2 If you provide your employee a benefit in the form of goods or a facility the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined.

3 Select any consecutive one hundred sixty-eight (168) hours period (seven (7) days) that will work best for your district.

4 Devise a system that will work for your district. The point is to have an accurate and verifiable record of the hours worked by each employee. While carrying time cards around can be a hassle, you don’t want to lose excessive worktime from an employee having to walk excessively to and from their time sheet. Time clocks are obviously an accurate and verifiable record of hours worked, but they are not without drawbacks. First, they are not cheap to initially purchase and then to configure for your district as a whole. Second, employees can unintentionally take less than thirty (30) minute meal times (by forgetting the exact time they clock out) which makes that time compensable.

5 A.C.A. § 6-17-2207 removed the statutory right for district employees who work more than thirty-five (35) hours to receive the two (2) fifteen (15) minute breaks; however, you can continue to provide the breaks for such employees if you wish. If you do, remove this paragraph.

6 Example: Employee has two (2) jobs for the district that each pay a different rate: job A pays eight dollars ($8.00) per hour and job B pays ten dollars ($10) per hour. One week, Employee works fifty (50) hours: twenty-six (26) hours for job A and twenty-four (24) hours for job B. $208 + $240 = $448 (straight time pay). $448 divided by 50 = $8.96 (weighted average). $8.96 X 0.5 = $4.48. $4.48 X 10 hours = $44.80. $448 + $44.80 = $492.80. Therefore, the employee will be paid four hundred ninety-two dollars and eighty cents ($492.80) for the week.

The reason why it appears that a person who works two differently paid jobs receives such a small amount per hour for overtime pay is because the payment formula takes into account that you have already paid the person their standard rate of pay for the additional hours worked as part of the employee’s straight time pay so you are only needing to determine the additional one half (0.5) the employee is eligible to receive for each hour of overtime. For more information visit http://www.twc.state.tx.us/news/efte/i_employees_two_rates.html.

7 You may choose any number \( \leq 240 \). In determining the number to insert remember that you must permit the employee to use the comp time within a “reasonable” period of time so long as it does not
“unduly disrupt” the district’s operations. Comptime does not have to be offered to all employees, nor does the agreement have to be the same for all employees.

8 The DOL does not recognize leave in the form of “days” for hourly employees even though that is how Arkansas law (A.C.A. § 6-17-1304) prescribes them. The DOL requires they be attributed in hourly allotments. You can choose the minimum amount of leave that may be used at one time.

9 29 CFR § 516.2 – 516.9 and 29 CFR § 553.50 list the records that are required to be kept.

10 The district must display minimum wage posters in “conspicuous places” (each work site). They can be downloaded from the DOL by going to http://www.dol.gov/whd/regs/compliance/posters/flsa.htm

Legal References:

A: 29 USC § 206(a), ACA § 6-17-2203
B: 29 USC § 207(a)(1), 29 CFR § 778.100
C: 29 USC § 207(o), 29 CFR § 553.50
D: 29 USC § 213(a), 29 CFR §§ 541 et seq.
E: 29 CFR § 778.218(a)
F: 29 USC § 207(e), 29 CFR § 778.108
G: 29 CFR § 778.105
H: 29 CFR §§ 785.9, 785.16
I: 29 CFR § 516.2(7)
J: 29 CFR §§ 785.1 et seq.
K: A.C.A. § 6-17-2205 and 2207
L: 29 CFR §§ 785.19
M: 29 USC § 207(a), 29 CFR § 778.100, 29 USC § 207(o), 29 CFR §§ 553.20 – 553.32
N: 29 CFR § 778.106
O: 29 USC § 207(g)(2), 29 CFR § 778.115
P: 29 USC § 207(o)(2)(A), 29 CFR § 553.23
Q: 29 CFR § 553.20
R: 29 USC § 207(o)(4), 29 CFR § 553.27
S: 29 USC § 211(c), 29 CFR §§ 516.2, 516.3, 553.50
T: 29 CFR § 516.4
U: 29 CFR §§ 516.5, 516.6
V: 29 USC § 211(a)(b)

Date Adopted: October 1990
Revised: April 19, 2007
Last Revised: June 9, 2016
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

An employee of the District may not be employed in any other capacity during regular working hours. An employee may not accept employment outside of his/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 Executive Director of Human Resources, shall be responsible for determining whether outside employment is incompatible, conflicting, or inappropriate.

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

For employees who work two or more jobs for the District, the superintendent or Executive Director of Human Resources shall specify which is the employee's primary job. If circumstances change, the determination can be changed to reflect the current needs of the District. Furthermore, if on any given day, one of the employee's jobs requires more hours worked than is customary, the District reserves the right to lessen the number of hours the employee may work in his/her other job such that the employee does not exceed forty (40) hours worked in that week.¹

Sick Leave and Outside Employment

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

Notes: This policy is similar to Policy 3.18. If you change this policy, review 3.18 at the same time to ensure applicable consistency between the two.

¹ The fact that a district may reduce an employee's hours for one job due to extra hours being worked in the employee's second job does NOT permit the district to require the same duties in the reduced hours job, but merely pay for it to be done in fewer hours. Please also note that districts are obligated under the Fair Labor Standards Law (FLSA) (see policy 8.11) to pay every hourly employee (other
than those few classified employees who meet FLSA's definition of "supervisor") for every minute worked. Classified employees' wages have to be based on an hourly wage even if paid as a salary; there are methods for determining the "blended" rate for employees working more than 40 hours in a week who are paid on the basis of more than one hourly wage. These requirements also apply to the calculation of stipends.

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

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

Date Adopted:   June 1986
Revised:        May 19, 2005
Last Revised:  June 9, 2016
8.13—CLASSIFIED EMPLOYMENT

All prospective employees must fill out an application form provided by the District, in addition to any resume provided; all of the information provided is to be placed in the personnel file of those employed.

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

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check.\(^1\)

An employee who receives notification of a failure to pass a criminal background check or a true result on the Child Maltreatment Central Registry check shall have thirty (30) days following the notification to submit to the superintendent, or designee, a written request for a hearing before the Board to request a waiver. The written request should include any documentation, such as police reports, or other materials that are related to the event giving rise to the failed background check or true result on the Child Maltreatment Registry as well as information supporting your request for the waiver. Employees requesting a board hearing to request a waiver should be aware that this hearing is subject to the Arkansas Freedom of Information Act and it must be fully open to the public as a result.

An individual with a currently suspended license or whose license has been revoked by the State Board of Education is not eligible to be employed by the District; this prohibition includes employment as a substitute teacher, whether directly employed by the District or providing substitute teaching services under contract with an outside entity.

The North Little Rock School 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.\(^2\)

Inquiries on non discrimination may be directed to Bookkeeper in the Business Office, who may be reached at 501-771-8086.

For further information on notice of non-discrimination or to file a complaint, visit \textit{http://wdcrboclop01.ed.gov/CFAPPSS/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\(^5\), the District provides a veteran preference to applicants who qualify for one of the following categories:

1. a veteran without a service-connected disability;
2. a veteran with a service-connected disability; and
3. a deceased veteran’s spouse who is unmarried throughout the hiring process.
For purposes of this policy, “veteran” is defined as:
   a. A person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or
   b. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

In order for an applicant to receive the veterans’ preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:
   1. Indicate on the employment application the category the applicant qualifies for;
   2. Attach the following documentation, as applicable, to the employment application:
      • Form DD-214 indicating honorable discharge;
      • A letter dated within the last six months from the applicant’s command indicating years of service in the National Guard or Reserve Forces as well as the applicant’s current status;
      • Marriage license;
      • Death certificate;
      • Disability letter from the Veteran’s Administration (in the case of an applicant with a service-related disability).

Failure of the applicant to comply with the above requirements shall result in the applicant not receiving the veteran preference; in addition, meeting the qualifications of a veteran or spousal category does not guarantee either an interview or being hired.

The following criteria shall be used for the hiring, dismissal, assignment, reassignment, promotion, or demotion of District personnel. These criteria are not rank-ordered or exhaustive and may be considered in whole or in part in making personnel decisions.

   • Academic preparation or technical training
   • Appropriateness of certifications, endorsements, or licenses
   • Work experiences
   • Recommendations and references
   • Evaluations
   • Suitability for the position
   • Professional competence
   • Needs of the District
   • Professional objectives of employees
   • Criminal background check
   • Highly-qualified status
   • Compliance with state and federal guidelines

Notes: This policy is similar to Policy 3.19. If you change this policy, review 3.19 at the same time to ensure applicable consistency between the two.
1 An expunged, sealed, or pardoned conviction shall not disqualify a person from employment if the conviction is ten (10) or more years old and does not involve the physical or sexual injury, mistreatment, or abuse of another.

2 A copy of the non discrimination statement should be included in all district publications unless the publication is intended only for students and parents. Publications intended only for students and parents should include the nondiscrimination clause in Policy 4.11—EQUAL EDUCATIONAL OPPORTUNITY.

3 Insert the position(s) designated to be contacted on discrimination inquiries. If you have different positions designated to answer questions on disability discrimination (504 coordinator) and sex discrimination (Title IX coordinator), then you will need to include the position responsible for each area. Do not include the name(s) of the person(s) to be contacted in the policy; changing the name of the person (due to a staffing change) would necessitate amending the policy, which would require it to go through the entire adoption process.

4 Insert the address and phone number to be used to contact the designated position. If you have more than one position designated as set forth in footnote 2, you will need to include a contact number and address for each position. The contact number and address may be the school/district address and phone number.

5 Act 444 of 2013, as codified at A.C.A. § 21-3-301 et seq., added public schools to the list of employers required to provide a preference to applicants who qualify for a veteran or a deceased veteran's spouse category when selecting interview candidates, during the interview process, in selecting a new employee.

A.C.A. § 21-3-302 covers the requirements for giving a veteran preference during the application, interview, and hiring processes. The statute does not require districts to use a particular scoring method to demonstrate giving a preference and districts can continue using the system they have previously been using. However, A.C.A. § 21-3-302 and A.C.A. § 21-3-303 require districts be able to demonstrate that any qualifying applicant was given a preference during the entire application, interview, and hiring, processes.

If a veteran who is not hired requests, the district must provide the veteran with his/her base score, adjusted score, and the successful candidate's score. While there is no statutorily required method, ASBA suggests districts use a numerical scoring rubric for the entire hiring process. The use of such a rubric makes it easy to demonstrate a preference was given as you can point to where qualifying applicants received additional points. Districts that don't use a numerical scoring method are required, upon a veteran's request, to provide all documentation allowed to be released under FOIA to the veteran to demonstrate how the preference was used to develop the list of qualified candidates to be interviewed and to select the person actually hired.

Legal References: A.C.A. § 6-17-414
A.C.A. § 21-3-302
A.C.A. § 21-3-303
28 C.F.R. § 35.106

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29 C.F.R. part 1635
34 C.F.R. § 100.6
34 C.F.R. § 104.8
34 C.F.R. § 106.9
34 C.F.R. § 108.9
34 C.F.R. § 110.25

Date Adopted: August 1987
Revised: May 19, 2005
Revised: April 16, 2009
Revised: June 21, 2012
Last Revised: June 9, 2016
8.14—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 supervisor with the authority to make school approvals), or the appropriate designee of the Superintendent and that the employee’s attendance/travel was at the request of the district.

It is the responsibility of the employee to determine the appropriate supervisor from which he/she 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.

The provisions of policy 7.12—EXPENSE REIMBURSEMENT are incorporated by reference into this policy.

Note: This policy is similar to Policy 3.20. If you change this policy, review 3.20 at the same time to ensure applicable consistency between the two.

Cross Reference: Policy 7.12—EXPENSE REIMBURSEMENT

Date Adopted: June 9, 2016
Last Revised:
8.15—CLASSIFIED PERSONNEL 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-pipes, or under any other name or descriptor.

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

Legal Reference: A.C.A. § 6-21-609

Date Adopted: August 1992
Revised: June 15, 2006
Last Revised: June 9, 2016
8.16—DRESS OF CLASSIFIED EMPLOYEES

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

Date Adopted: June 1986
Revised: October 20, 2005
Last Revised: June 9, 2016
8.17—CLASSIFIED PERSONNEL POLITICAL ACTIVITY

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

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

1. Using students for preparation or dissemination of campaign materials;

2. Distributing political materials;

3. Distributing or otherwise seeking signatures on petitions of any kind;

4. Posting political materials; 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.

Note: This policy is similar to Policy 3.23. If you change this policy, review 3.23 at the same time to ensure applicable consistency between the two.

Date Adopted: June 1986
Revised: June 15, 2006
Last Revised: June 9, 2016
8.18—CLASSIFIED PERSONNEL DEBTS

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

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

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

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

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

Note: This policy is similar to Policy 3.24. If you change this policy, review 3.24 at the same time to ensure applicable consistency between the two.

Date Adopted: June 9, 2016
Last Revised:
8.19—CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

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

Group Grievance: A group of employees who have the same grievance may file a group grievance. A grievance may be filed as a group grievance if it meets the following criteria: (meeting the criteria does not ensure that the subject of the grievance is, in fact, grievable)
1. More than one individual has interest in the matter; and
2. The group has a well-defined common interest in the facts and/or circumstances of the grievance; and
3. All individuals within the group are requesting the same relief.

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

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

Working day: Any weekday other than a holiday whether or not the employee under the provisions of his/her contract is scheduled to work or whether he or she is currently under contract.

Procedure

Informal: An employee who believes that he/she has a grievance shall inform that employee’s immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence or individual’s awareness of the grievance. The supervisor shall offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at his/her conference.

Level One: If the grievance cannot be resolved by the immediate supervisor, the employee can advance the grievance to Level One. To do this, the employee must complete the top half of the Level One Grievance Form within five working days of the discussion with the immediate supervisor, citing the manner in which the specific personnel policy was violated that has given rise to the grievance, and submit the Grievance Form to his/her immediate supervisor. The supervisor will have five working days to respond to the grievance using the bottom half of the Level One Grievance Form which he/she will submit to the building principal or, immediate supervisor.

Level Two: Upon receipt of a Level Two Grievance Form, the Superintendent/Executive Director of Human Resources will have five working days to schedule and hold a conference with the employee filing the grievance. The Superintendent/Executive Director of Human Resources shall
offer the employee an opportunity to have a witness or representative who is not a member of the employee’s immediate family present at his/her conference. After the conference, the Superintendent/Executive Director of Human Resources will have five working days in which to deliver a written response to the grievance to the employee. Specifically, no grievance may be entertained against a supervisor for directing, instructing, reprimanding, or “writing up” an employee under his/her supervision. (Grievances of this nature may not progress beyond Level Two.)

**Level Three/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 working days of his/her receipt of the Superintendent’s written response by submitting a written request for a board hearing to the Superintendent. If the grievance is not appealed to the Board of Directors within five working days of his/her receipt of the Superintendent’s response, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

The Board of Directors will address the grievance at the next regular meeting of the School Board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the Superintendent’s reply, the board will hear the grievance, under district policy in accordance with A.C.A. 6-17-208. 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.” All parties have the right to representation by a person of their own choosing who is not a member of the employee’s immediate family at the appeal hearing before the Board of Director. The employee shall have no less than 90 minutes to present his/her grievance, unless a shorter period is agreed to by the employee, and employee and administration shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the hearing is open, the parent or guardian of any student under the age of eighteen years who gives testimony may elect to have the student’s testimony given in closed session. At the conclusion of the hearing, if the hearing was closed, the Board of Directors may excuse all parties except board members and deliberate, by themselves, on the hearing. At the conclusion of an open hearing, Board deliberations shall also be in open session unless the board is deliberating the employment, appointment, promotion, demotion, disciplining, or resignation of the employee. The Board will render a decision at the time of the meeting (unless unusual circumstances warrant a delay in the decision until the following regular Board meeting or an intervening special meeting). Any decision by the Board is final.

**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.

\[2\text{ It is suggested that you date stamp the request for a board hearing upon receipt.}\]

Legal References: A.C.A. § 6-17-208, 210
8.19F—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _______________________________________________

Date submitted to supervisor: ______________
Date Submitted to Superintendent/Executive Director of Human Resources ___________
Date Submitted to Board of Directors ___________

Classified Personnel Policy grievance is based upon:

________________________________________________________________________________________

Grievance (be specific):

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

What would resolve your grievance?

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Supervisor’s Response ___________ Superintendent’s Response ___________

Date submitted to recipient: ______________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Date Adopted:  December 22, 2015

Last Revised:

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8.20—CLASSIFIED PERSONNEL SEXUAL HARASSMENT

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

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

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

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

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

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

Within the educational or work environment, sexual harassment is prohibited between any of the following: students; employees and students; non-employees and students; employees; employees and non-employees.

Actionable sexual harassment is generally established when an individual is exposed to a pattern of objectionable behaviors or when a single, serious act is committed. What is, or is not, sexual harassment will depend upon all of the surrounding circumstances. Depending upon such circumstances, examples of sexual harassment include, but are not limited to: unwelcome touching; crude jokes or pictures; discussions of sexual experiences; pressure for sexual activity; intimidation by words, actions, insults, or name calling; teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the individual self-identifies as homosexual; 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.

**APPENDIX**

**Verbal Expressions That May Constitute Sexual Harassment**

propositions of a sexual nature

A. obscene or lewd sexual comments, jokes or suggestions  
B. Unwelcome use of terms of endearment such as "honey," "sweetie," "doll," "babe," and "baby" that others may find offensive  
C. whistling at someone or cat calls, making kissing sounds, howling or smacking lips  
D. commenting on an employee’s body, clothing or sexual characteristics in a sexually suggestive manner  
E. turning work discussions to sexual topics  
F. telling sexual jokes or stories  
G. asking about a person’s sexual behavior, sexual fantasies, preferences or history  
H. comments filled with sexual innuendo and double meanings of a sexual nature  
I. repeatedly asking for a date from a person who has expressed that he or she is not interested.  
J. telling lies or spreading rumors about a person’s sex life

**Conduct That May Constitute Sexual Harassment**

excessive and unwanted attention in the form of love letters, memoranda, notes, telephone calls or gifts

a. giving an unwanted massage around the neck of shoulders  
b. unwanted touching of a person’s clothing, hair or body (i.e., hugging, kissing, patting, pinching, grabbing, fondling or stroking)  
c. intentionally standing close to or brushing up against a person in a sexually suggestive manner  
d. looking a person up and down in a sexually suggestive manner
e. making sexually suggestive facial expressions such as winking, throwing kisses, or licking lips
f. making sexual gestures with hands or through body movement (i.e., touching or rubbing oneself sexually around another person)
g. displaying nude or sexually suggestive pictures, cartoons or calendars on School District property or drawing graffiti of a sexual nature on School District property

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.
A.C.A. § 6-15-1005 (b) (1)

Date Adopted: April 2001
Revised: January 19, 2006
Last Revised: June 9, 2016
8.21—CLASSIFIED PERSONNEL SUPERVISION OF STUDENTS

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

Note: This policy is similar to Policy 3.27. If you change this policy, review 3.27 at the same time to ensure applicable consistency between the two.

Date Adopted: June 9, 2016
Last Revised:
8.22—CLASSIFIED PERSONNEL COMPUTER USE POLICY

The North Little Rock School District provides computers 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. Consequently, no employee or student-related reprimands or other disciplinary communications should be made through email.

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

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

Note: This policy is similar to Policy 3.28. If you change this policy, review 3.28 at the same time to ensure applicable consistency between the two.

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

Date Adopted: June 1998
Revised: June 15, 2006
Revised: June 18, 2009
Last Revised: June 9, 2016
The North Little Rock 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

Note: This policy is similar to Policy 3.28F. If you change this policy, review 3.28F at the same time to ensure applicable consistency between the two.

Date Adopted: June 9, 2016
Last Revised:
8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE*

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

SECTION ONE

Definitions:

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

FMLA: is the Family Medical Leave Act

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

Instructional Employee: is a teacher 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, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

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

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.
Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter. This term does not include parents “in-law.”

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

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

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

POLICY

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

LEAVE ELIGIBILITY

The District will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

Because of the placement of a son or daughter with the employee for adoption or foster care;

To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and

Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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)
To care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury. (See Section Two)

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

A husband and wife who are both eligible employees employed by the District may not take more than a combined total of 12 weeks of FMLA leave for reasons 1, 2, 3 and 5.

PROVISIONS APPLICABLE TO BOTH SECTIONS ONE AND TWO

District Notice to Employees

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

DESIGNATION NOTICE TO EMPLOYEE

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

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

CONCURRENT LEAVE UNDER THE FMLA

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

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
Additionally, if the District makes a change to its health insurance benefits or plans that apply to other employees, the employee on FMLA leave must be afforded the opportunity to access additional benefits and/or the same responsibility for changes to premiums. Any changes made to a group health plan which apply to other District employees, must also apply to the employee on FMLA leave. The District will notify the employee on FMLA leave of any opportunities to change plans or benefits. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee’s responsibility to submit his/her portion of the cost of the group health plan coverage to the district’s business office on or before it would be made by payroll deduction.

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

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

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

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

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

Other circumstances exist beyond the employee’s control.

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

**REPORTING REQUIREMENTS DURING LEAVE**

Unless circumstances exist beyond the employee’s control, the employee shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.
RETURN TO PREVIOUS POSITION

An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher’s former job assignment. The employee may not be restored to a position requiring additional licensure or certification.

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

PROVISIONS APPLICABLE TO SECTION ONE

Employee Notice to District

Foreseeable Leave:

When the need for leave is foreseeable for reasons 1 through 4 listed above, the employee shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.

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

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

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

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

MEDICAL CERTIFICATION

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

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

- The original certification is for a period greater than 30 days. In this situation, the District may require a recertification after the time of the original certification expires, but in any case, the District may require a recertification every six (6) months.
- 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 in fifteen (15) calendar days after the District’s request.

No second or third opinion on recertification may be required.

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

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

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

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

RETURN TO WORK

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

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

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

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

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

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

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

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee. If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in
the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

LEAVE TAKEN BY ELIGIBLE INSTRUCTIONAL EMPLOYEES NEAR THE END OF THE SEMESTER

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

LEAVE MORE THAN 5 WEEKS PRIOR TO END OF THE SEMESTER
If the eligible, instructional employee begins leave, due to reasons 1 through 4 listed above, more than 5 weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if the leave is of at least 3 weeks duration; and the return to employment would occur during the 3-week period before the end of the semester.

LEAVE LESS THAN 5 WEEKS PRIOR TO END OF THE SEMESTER
If the eligible, instructional employee begins leave, due to reasons 1, 2, or 3 listed above, during the period that commences 5 weeks prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the semester, if the leave is of greater than 2 weeks duration; and the return to employment would occur during the 2-week period before the end of the semester.

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

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

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

DEFINITIONS:

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

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

CERTIFICATION

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

EMPLOYEE NOTICE TO DISTRICT

Foreseeable Leave:

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

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

SUBSTITUTION OF PAID LEAVE

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

INTERMITTENT OR REDUCED SCHEDULE LEAVE

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

LEAVE TAKEN BY AN ELIGIBLE INSTRUCTIONAL EMPLOYEES MORE THAN 5 WEEKS PRIOR TO END OF THE SEMESTER

If an eligible, instructional employee begins leave due to any qualifying exigency more than 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if the leave is of at least 3 weeks duration; and the return to employment would occur during the 3-week period before the end of the semester.

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

SERIOUS ILLNESS

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

Covered Service Member is 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 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 military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

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

Serious Injury or Illness:
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 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 service member means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

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

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

**MEDICAL CERTIFICATION**

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

**EMPLOYEE NOTICE TO DISTRICT**

Foreseeable Leave:

When the need for leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury is clearly foreseeable at least 30 days in advance, the employee shall provide the District with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave for the specified reason. An eligible employee who has no reasonable excuse for his/her failure to provide the District with timely advance notice of the need for FMLA leave may delay the FMLA coverage of such leave until 30 days after the date the employee provides notice.
If the need for FMLA leave is foreseeable less than 30 days in advance, the employee shall notify the District as soon as practicable. If the employee fails to notify as soon as practicable, the District may delay granting FMLA leave for the length of time that the employee should have provided notice and when the employee actually gave notice.

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

Unforeseeable Leave:

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

SUBSTITUTION OF PAID LEAVE

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

INTERMITTENT OR REDUCED SCHEDULE LEAVE

To the extent practicable, employees requesting intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury shall provide the District with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave.

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

When granting leave on an intermittent or reduced schedule to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury
that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher’s former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the District may require the employee to choose either to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. Specifically, upon returning from FMLA leave, a teacher may be assigned to another position that is not necessarily the same as the teacher’s former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

LEAVE TAKEN BY ELIGIBLE INSTRUCTIONAL EMPLOYEES NEAR THE END OF THE ACADEMIC SEMESTER

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

LEAVE MORE THAN 5 WEEKS PRIOR TO END OF THE SEMESTER

If the eligible, instructional employee begins leave, for any qualifying exigency or to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury more than 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if the
leave is of at least 3 weeks duration; and the return to employment would occur during the 3-week period before the end of the semester.

**LEAVE LESS THAN 5 WEEKS PRIOR TO END OF THE SEMESTER**

If the eligible, instructional employee begins leave to care for a spouse, child, parent or next of kin who is a covered service member with a serious illness or injury during the period that commences 5 weeks prior to the end of the semester, the District may require the employee to continue taking leave until the end of the semester, if the leave is of greater than 2 weeks duration; and the return to employment would occur during the 2-week period before the end of the semester.

**LEAVE LESS THAN 3 WEEKS PRIOR TO END OF THE SEMESTER**

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

**Legal References:**

29 USC 2601 et seq.
29 CFR 825.100 et seq.

**Adopted:**

June 19, 2008

**Revised:**

May 21, 2009

**Last Revised:**

June 21, 2012

**Cross References:**

8.5—CLASSIFIED EMPLOYEES SICK LEAVE
8.12—CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT
8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION

**Legal References:**

29 USC §§ 2601 et seq.
29 CFR part 825

* All school districts are covered under the Family and Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district’s offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.
8.24—SCHOOL BUS DRIVER’S USE OF MOBILE COMMUNICATION DEVICES

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the internet, make or receive phone calls or compose or read emails or text messages.² If the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

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

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

Notes: This policy is similar to Policy 3.51. If you change this policy, review 3.51 at the same time to ensure applicable consistency between the two.

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

² A.C.A. § 6-19-120 only prohibits "cell phone" use; A.C.A. § 27-51-1504 prohibits the use of a “handheld wireless telephone” for browsing the internet, sending or receiving emails, and sending or receiving text messages at any time; and A.C.A. § 27-51-1609 prohibits the use of a “handheld wireless communication device” for any purpose while in a school zone. The terminology in this sentence is designed to combine these statutes and to cover all the distractions that could affect a driver's ability to safely drive the bus.

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

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8.25—CLASSIFIED PERSONNEL CELL PHONE USE

Use of cell phones or other electronic communication devices by employees during their designated work time for other than District approved purposes is strictly forbidden unless specifically approved in advance by the superintendent, building principal, or their designees.1

District staff shall not be given cell phones or computers for any purpose other than their specific use associated with school business. School employees who use school issued cell phones and/or computers for non-school purposes, except as permitted by District policy, shall be subject to discipline, up to and including termination. School employees who are issued District cell phones due to the requirements of their position may use the phone for personal use on an “as needed” basis provided it is not during designated work time.2

All employees are forbidden from using school issued cell phones while driving any vehicle at any time. Violation may result in disciplinary action up to and including termination.3

No employee shall use any device for the purposes of browsing the internet; composing or reading emails and text messages; or making or answering phone calls while driving a motor vehicle which is in motion and on school property. Violation may result in disciplinary action up to and including termination.4

Notes: This policy is similar to Policy 3.34. If you change this policy, review 3.34 at the same time to ensure applicable consistency between the two.

1 The goal is to eliminate the use of cell phones during designated work time. You may change who has the authority to approve the use of cell phones if you wish to.

2 The IRS has changed its position regarding the use of district issued cell phones for personal use for those employees who have a genuine need for a cell phone due to their job’s duties. Cell phones cannot be issued as a fringe benefit, but only as a “legitimate” need related to their job’s responsibilities. There is no longer a need to keep track of personal calls and claim their value as income. The district has the option of supplying the phone directly to the employee or of reimbursing the employee for the cost of his/her personal phone that is used for both District and personal purposes. Any such reimbursement can only be for the specific employee and not any other individuals associated with that employee’s cell phone plan. There has been no change to the use of school computers for personal purposes.

3 This sentence is included because insurance companies have ruled that injuries occurring while driving and talking on school issued cell phones are subject to workers comp awards.

4 This sentence was added due to the dangers involved for both drivers and pedestrians associated with distracted driving. A.C.A. § 27-51-1609 prohibits the use of a “wireless handheld telephone” while in a school zone for any purpose when that use is not hands free. While the policy language exceeds the statutory language, we believe the expanded language is important for the protection of students and employees alike.
Cross References:  4.47—POSSESSION AND USE OF CELL PHONES AND OTHER ELECTRONIC DEVICES
7.14—USE OF DISTRICT CELL PHONES AND COMPUTERS

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

Date Adopted:  November 2001
Revised:  June 15, 2006
Revised:  June 21, 2012
Last Revised:  June 9, 2016
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.

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.

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 anti-bullying policies.

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

1 This paragraph is optional. We have included it because we have received multiple phone calls where district employees were attempting to use the policy against fellow employees.

Legal Reference: A.C.A. § 6-18-514

Date Adopted: March 19, 2009
Revised: June 17, 2011
Last Revised: June 9, 2016
8.27—CLASSIFIED PERSONNEL LEAVE — INJURY FROM ASSAULT

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

A leave of absence granted under this policy shall not be charged to the staff member’s sick leave.

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

Note: This policy is similar to Policy 3.15. If you change this policy, review 3.15 at the same time to ensure applicable consistency between the two.

Legal Reference: A.C.A. § 6-17-1308

Date Adopted: June 9, 2016
Last Revised:
The conduct of district staff plays a vital role in the social and behavioral development of our students. It is equally important that the staff have a safe, healthful, and professional environment in which to work. To help promote both interests, the district shall have a drug free workplace. It is, therefore, the district’s policy that district employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, alcohol, as well as inappropriate or illegal use of prescription drugs. Such actions are prohibited both while at work or in the performance of official duties while off district property; violations of this policy will subject the employee to discipline, up to and including termination.

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

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

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

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

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

Should an employee desire to provide the District with the results of a blood, breath or urine analysis, such results will be taken into account by the District only if the sample is provided within a time range that could provide meaningful results and only by a testing agency chosen or approved by the District. The District shall not request that the employee be tested, and the expense for such voluntary testing shall be borne by the employee.
Any incident at work resulting in injury to the employee requiring medical attention shall require the employee to submit to a drug test, which shall be paid at the District’s worker’s compensation carrier’s expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker’s compensation benefits in accordance with policy 8.36—CLASSIFIED PERSONNEL WORKPLACE INJURIES AND WORKERS’ COMPENSATION.2

Any employee who is charged with a violation of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances or alcohol, or of drug paraphernalia, must notify his/her immediate supervisor within five (5) week days (i.e., Monday through Friday, inclusive, excluding holidays) of being so charged. The supervisor who is notified of such a charge shall notify the Superintendent immediately.

If the supervisor is not available to the employee, the employee shall notify the Superintendent within the five (5) day period.

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

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

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

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

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

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

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

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

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

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

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

Notes: This policy is similar to Policy 3.31. If you change this policy, review 3.31 at the same time to ensure consistency between the two.

1 This is where you should insert the drug counseling services, rehabilitation, and employee assistance abuse programs available within your district. For example, “Such services are available from the following sources…”

This policy addresses the requirement for Safe and Drug Free Schools which is required for your district to be eligible to receive any federal grants. It is required that all employees receive a copy of the policy and be advised of the contents and requirements of the policy. In addition to publishing a policy statement, the statutes require employers to establish a drug-free awareness program to educate employees about the dangers of drug abuse as well as about the specifics of their policy. The statute does not specify a particular format for the awareness program, although it does state that the education effort must be ongoing and not just a one-time event. For assistance in constructing a drug awareness program the Department of Labor has the following website: http://www.dol.gov/asp/programs/drugs/workingpartners/materials/materials.asp.

2 Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

Date Adopted: January 1995
Revised: June 15, 2006
Last Revised: June 9, 2016
8.28F—DRUG FREE WORKPLACE POLICY ACKNOWLEDGEMENT

CERTIFICATION

I, hereby certify that I have been presented with a copy of the North Little Rock School District’s drug-free workplace policy, that I have read the statement, and that I will abide by its terms as a condition of my employment with District.

Signature _________________________________________________

Date _________________
8.29—CLASSIFIED PERSONNEL VIDEO SURVEILLANCE AND OTHER MONITORING

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

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

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

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

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

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

Video recordings and automatic identification or data compilation records may become a part of a staff member’s personnel record if deemed necessary by the Executive Director of Human Resources.

Note: This policy is similar to policies 4.48 and 3.41. If you change this policy, review 4.48 and 3.41 at the same time to ensure applicable consistency between the policies.

Date Adopted: February 16, 2011
Last Revised: June 9, 2016

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8.30—CLASSIFIED PERSONNEL REDUCTION IN FORCE

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

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

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 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. A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.
Recall

If an employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a vacancy for which he or she is qualified for a period of up to one (1) year. The non-renewed employee shall be recalled for a period of one (1) year in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by certified mail and they shall have 10 working days from the date that the notification is received in which to accept the offer of a position. A lack of response or a non-renewed employee’s refusal of a position shall end the district’s obligation to replace the laid-off employee.

SECTION TWO

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.

Notes:  
1 For example, if the district’s salary schedule provided for a range of salaries for maintenance employees ranging from $8.50 an hour to $12.50 an hour, and one maintenance employee is making $14.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

2 For either Options 1 and 2 or Options A and B, select the option that will work best for your district. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: August 1986
Revised: January 21, 2010
Last Revised: June 21, 2012

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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.

Among the grounds for disciplinary action which may include suspension, termination, or non-renewal are:

1. Incompetence
2. Loss of effectiveness
3. Misconduct
4. Neglect of duties
5. Insubordination
6. Failure to meet licensing requirements
7. Failure to maintain a cooperative relationship with other staff members
8. Excessive absenteeism
9. Violation of the garnishment policy of the District (CFJ)
10. Conviction of a crime involving moral turpitude

This list is not exhaustive, but is intended merely to illustrate some bases for disciplinary action. Date

Legal reference: A.C.A. § 6-17-2301

Date Adopted: August 1986
Revised: June 15, 2006
Last Revised: June 9, 2016
8.32—CLASSIFIED PERSONNEL ASSIGNMENTS

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

Date Adopted: October 26, 2006
Last Revised: June 9, 2016
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.

The North Little Rock School District shall operate by the following calendar.

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

Date Adopted: March 17, 2016
Last Revised:
8.34—CLASSIFIED PERSONNEL WHO ARE MANDATORY REPORTERS
DUTY TO REPORT CHILD ABUSE, MALTREATMENT OR NEGLECT

It is the statutory duty of classified school district employees who are mandatory reporters and who have reasonable cause to suspect child abuse or maltreatment to directly and personally report these suspicions to the Arkansas Child Abuse Hotline, by calling 1-800-482-5964. Failure to report suspected child abuse, maltreatment or neglect by calling the Hotline can lead to criminal prosecution and individual civil liability of the person who has this duty. Notification of local or state law enforcement does not satisfy the duty to report; only notification by means of the Child Abuse Hotline discharges this duty.

The duty to report suspected child abuse or maltreatment is a direct and personal duty for statutory mandatory reporters, and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred, or to rule out such a belief. Employees and volunteers who call the Child Abuse Hotline in good faith are immune from civil liability and criminal prosecution.

By law, no school district or school district employee may prohibit or restrict an employee or volunteer who is a mandatory reporter from directly reporting suspected child abuse or maltreatment, or require that any person notify or seek permission from any person before making a report to the Child Abuse Hotline.

Notes:  
1 For a listing of who qualifies as mandatory reporters refer to A.C.A. § 12-18-402(b).

2 This is a delicate matter and the district would be wise to avail itself of professional development in this area available from DHS and other sources. Act 1236 of 2009, codified at A.C.A. § 6-61-133, requires professional development related to child maltreatment for licensed employees and includes school nurses, school social workers, and school psychologists in the list of “licensed employees” who must receive the required PD.

This policy is similar to Policy 3.40. If you change this policy, review 3.40 at the same time to ensure applicable consistency between the two.

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

Date Adopted: June 18, 2009
Last Revised: June 9, 2016

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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, the employee shall be subject to discipline up to and including termination.

**Releasing Eligibility Information**

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

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

The superintendent shall designate the staff member(s) responsible for making eligibility determinations. Release of eligibility information to other district staff shall be limited to as few individuals as possible who shall have a specific need to know such information to perform their job responsibilities. Principals, counselors, teachers, and administrators shall not have routine access to eligibility information or status.
Each staff person with access to individual eligibility information shall be notified of their personal liability for its unauthorized disclosure and shall receive appropriate training on the laws governing the restrictions of such information.¹

Notes: This policy is similar to policy 3.42. If you change this policy, check policy 3.42 to make sure there is applicable consistency between the two.

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.

¹ 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 district without authorization under federal confidentiality regulations and/or imprisonment of not more than one year.

² 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)

Date Adopted: February 16, 2011
Last Revised: June 9, 2016
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 Bookkeeper in Business Office. 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. In addition, employees whose injuries require medical attention shall submit to a drug test, which shall be paid at the District’s worker’s compensation carrier’s expense. Failure for the employee to submit to the drug test or a confirmed positive drug test indicating the use of illegal substances or the misuse of prescription medications shall be grounds for the denial of worker’s compensation benefits.

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

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

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

Notes: This policy is similar to policy 3.44. If you change this policy, review 3.44 at the same time to ensure applicable consistency between the two.

1 Insert the position of the person to be notified.

2 Requiring employees who need medical treatment for injuries at work to be drug tested is optional but is recommended. A.C.A. § 11-9-102 states that an injury resulting while the employee is under the influence of alcohol or illegal drugs is not a compensable injury. Requiring all employees to be drug tested for work injuries resulting in medical treatment will allow the district to abide the prohibition against paying worker's comp for a drug related injury.

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

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

Date Adopted: June 9, 2016
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, or Instagram.

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

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

Policy

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

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

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

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

District employees may set up blogs and other professional/education social media accounts using District resources and following District guidelines to promote communications with students, parents, and the community concerning school-related activities and for the purpose of supplementing classroom instruction. Accessing professional/education social media during school hours is permitted.
Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience that digital dissemination presents, extra caution must be exercised by staff to ensure they don’t cross the line of acceptability. A good rule of thumb for staff to use is, “if you wouldn’t say it face-to-face in a group, don’t say it online.”

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

Accessing social media websites for personal use during school hours is prohibited, except during breaks or preparation periods. Staff are discouraged from accessing social media websites on personal equipment during their breaks and/or preparation periods because, while this is not prohibited, it may give the public the appearance that such access is occurring during instructional time. Staff shall not access social media websites using district equipment at any time, including during breaks or preparation periods, except in an emergency situation or with the express prior permission of school administration. All school district employees who participate in social media websites shall not post any school district data, documents, photographs taken at school or of students, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

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

Privacy of Employee's Social Media Accounts

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

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

The District may require an employee to disclose his or her username and/or password to a personal social media account if the employee’s personal social media account activity is reasonably believed to be relevant to the investigation of an allegation of an employee violating district policy, 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.

1 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.

2 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 9, 2016
Last Revised:
8.38—CLASSIFIED PERSONNEL VACATIONS

Vacation policy for the twelve-month employees of the District shall provide vacation time according to the following specifications:

a. During the first year of employment with the District, each employee will be granted five days of vacation during the time the offices are officially open. During the next three years of employment, vacation time will be extended to ten work days while the offices are open. After the fourth year and thereafter, each employee shall be allowed fifteen days’ vacation during the period of time that the offices are open.
b. No vacation time shall be granted to employees during the two weeks before school opens in the fall or during the two weeks before school closes in the spring (includes inclement weather days).
c. The vacation time for a fiscal year must be taken within six months following the close of that fiscal year. For example, vacation time which is earned between July 1 and June 30 must be used before December 31 of that year. There shall be no accumulation of vacation time beyond this date.
d. No employee will be allowed to be on vacation for more than three weeks consecutively.
e. Should an employee leave the employment of the District after having used vacation beyond what he has earned during that year, the amount of such excess vacation time shall be recovered from the pay that is due the person at the time of the termination from the District.
f. Permission for vacation may be obtained by submitting a request through an employee's immediate supervisor to the District Personnel Officer in whose office the record of vacation time due and used will be kept.
g. Employees should take into consideration the nature of their duty in planning the date for use of vacation. The nature of the responsibilities of some employees would indicate that the winter season would be as acceptable, or more acceptable, for vacation.
h. Exception to any of these policies must have the approval of the District Personnel Officer.

Date Adopted: JUNE 1986
Last Revised: June 17, 2011
8.39—DEPOSITING COLLECTED FUNDS

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

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

Date Adopted:       June 21, 2012
Last Revised:
8.40—CLASSIFIED PERSONNEL WEAPONS ON CAMPUS

Firearms

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

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

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

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

Other Weapons

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

Employees who are participating in a Civil War reenactment may bring a Civil War era weapon onto campus with prior permission of the building principal. If the weapon is a firearm, the firearm must be unloaded.

Notes: This policy is similar to Policy 3.48. If you change this policy, review Policy 3.48 at the same time to ensure consistency between the two.

[1] The possession of handguns and firearms is a very hot topic. In Arkansas, the laws governing their possession on school grounds are both complicated and less than clear. The two statutes most
directly affecting schools are A.C.A. § 5-73-119 (herein after 119) and A.C.A. § 5-73-306 (herein after 306).

119 governs firearms (including handguns) while 306 deals strictly with concealed handguns (those guns having a barrel length of 12" or less).

119 prohibits firearms on "developed school property" while 306 prohibits concealed handgun permit holders from carrying their handguns into school buildings or events but permits the concealed carry licensee to leave a handgun in his/her locked vehicle at a publicly owned parking lot.

119 permits those who are on a "journey beyond the county in which a person lives" to carry handguns and firearms on school property. Technically, this would allow those employees who commute from outside the county in which they teach to bring their firearms to school. While we accept that concealed carry licensees may leave their handgun in their locked vehicle in the parking lot, we see this as complicated to enforce and generally problematic. Also, as we interpret the statute, parents visiting the school for an athletic or other event can bring their handgun, though it must be left in their locked vehicle, with them. We cannot control that through policy.

2 If your district has housing for any employee and that employee chooses to have any firearms in the house, they should be kept in a very secure place. It would be wise to keep them in a locked gun safe so that no one other than the employee has access to them.

3 Select the option that works best for your district. In making your decision, note that in Option #2, you can choose to include only the first or the second sentence or you can keep both sentences. If you keep the first sentence, the length of the blade allowed is limited by A.C.A. § 5-73-120(b)(4) to less than three inches (3"). Also, A.C.A. § 5-73-120(a) prohibits individuals from carrying a weapon "with a purpose to employ the…weapon against a person." Presumably, an employee could possess a small pocket knife with no intent to use it against another person. Inherent in making the decision on either sentence in Option #2 is the possibility of a student taking the knife or the tear gas and misusing it.

4 You can replace "tear gas" with "pepper spray" or leave "tear gas" in the policy and add "pepper spray."

5 While the policy language only specifically covers employees, A.C.A. § 6-5-502 permits any person who is a Civil War reenactor to bring a Civil War era weapon onto campus with the prior permission of the principal.

Legal References:  
A.C.A. § 5-73-119  
A.C.A. § 5-73-120  
A.C.A. § 5-73-124(a)(2)
8.41—WRITTEN CODE OF CONDUCT FOR EMPLOYEES INVOLVED IN PROCUREMENT WITH FEDERAL

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

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

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

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

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

a) Entertainment;
b) Hotel rooms;
c) Transportation;
d) Gifts;
e) Meals; or
f) Items of nominal value (e.g. calendar or coffee mug).¹

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

All District personnel involved in purchases with Federal funds, including child nutrition personnel, shall receive training on the Code of Conduct. Training should include guidance about how to respond when a gratuity, favor, or item with monetary value is offered.²

Notes: This policy is similar to Policy 3.52. If you change this policy, review 3.52 at the same time to ensure applicable consistency between the two.

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Districts may set standards covering instances where the financial interest is not substantial or the gift is an unsolicited item of nominal value. If you do wish to set standards for these situations, delete this sentence and add a statement permitting such acceptance and the circumstances where it is acceptable.

The training provided should cover instances where there is doubt concerning the appropriateness of accepting gifts, favors, etc. the employee should be instructed to consider the following questions:
- How would the public perceive this action of receiving the gift, favor, etc.?
- Will acceptance of the gift, favor, etc. possibly influence a future purchasing decision?

The training should cover the Rules Governing Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties including the contract disclosure forms checklists from Commissioner’s Memo FIN 09-036.

Legal References: A.C.A. § 6-24-101 et seq.
Arkansas Department of Education Rules Governing the Ethical Guidelines And Prohibitions For Educational Administrators, Employees, Board Members And Other Parties
Commissioner’s Memo FIN 09-036
Commissioner’s Memo FIN-10-048
Commissioner’s Memo FIN 15-074
7 C.F.R. § 3016.36
7 C.F.R. § 3019.42

Date Adopted: June 9, 2016
Last Revised:
8.42—CLASSIFIED PERSONNEL BUS DRIVER END of ROUTE REVIEW

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

Date Adopted: June 9, 2016
Last Revised:
NLR 1-DUAL EMPLOYMENT

A person may not occupy two incompatible positions when the faithful and independent exercise of one has potential to interfere with the faithful and independent exercise of the District position. It is the responsibility of the District Personnel Officer to determine whether the second position has potential for interference regardless of whether the second position is within or outside the District.

An employee of the District is not permitted to hold other employment during the regular working hours.

Adopted: June 1986
Last Revised: May 19, 2005
NLR 2-PERSONNEL POLICIES COMMITTEE

The district shall have a personnel policies committee CPPC which will review all school district policies, guidelines, regulations and procedures that pertain to the terms and conditions of classified personnel employment. This includes, but is not limited to, benefits, compensation, workday designations, holidays and non-instructional days, the annual calendar, methods of evaluations, extra duties, leave, grievance, dismissal or non-renewal and reduction in force.

The CPPC will consist of one (1) non-management representative from each of the five (5) classifications: maintenance and operation; transportation; food service; secretarial and clerical; and aides and paraprofessionals. The classified personnel members shall be elected by a majority vote of the classified personnel and three (3) administrators, one of which may be the superintendent. The superintendent will appoint the administrative members.

The CPPC shall organize itself at the scheduled October meeting each school year. They will elect a chairman and secretary, and develop a calendar of monthly meetings to review the district’s personnel policies in order to determine whether additional policies or amendments are needed.

Minutes of each meeting will be recorded by the Secretary. When prepared, they will be forwarded to the chairman for review. The Chairman will forward the minutes to the Superintendents secretary for distribution. The minutes must be forwarded no later than Thursday of the same week as the meeting.

Either the CPPC or the Board may propose new personnel policies or amendments. The superintendent may recommend new personnel policies or amendments to the Board or to the CPPC.

The CPPC chair or his/her designee will have the opportunity to orally present the CPPC’s proposed policies or amendments to existing policies to the Board.

Adopted: April 26, 2005
NLR 3-EQUAL OPPORTUNITY EMPLOYMENT
No person shall, on the basis of race, color, creed, religion, sex, age, disability, or national origin be denied the benefits of or be subjected to discrimination in regard to employment, retention, promotion, transfer, or dismissal in any program or activity which is under the jurisdiction and control of the District.

Adopted: September 1992
Last Revised: April 26, 2005
NLR 4-GENERAL REQUIREMENTS FOR EMPLOYMENT
All prospective employees must complete and file the official application for employment. Certain information, including a listing of references, must be furnished as part of the application process. If the applicant is subsequently employed, information relative to the application shall become part of the individual’s personnel record.

Information provided by the applicant through the employment process is assumed to be truthful and accurate. Discovery of false, deceitful, or misleading information provided during the employment process may be grounds for dismissal of an employee.

Adopted: November 1993
Last Revised: April 26, 2005
NLR 5-PERSONNEL RECORDS/RIGHT OF REVIEW

To ensure that an employee's personnel file does not contain material that might be averse to the employee's continued employment, promotion or advancement, or employment elsewhere, without the employee's knowledge of such material, the employee shall be given the opportunity to sign any such material that is not directed to or does not originate with the employee. The signature shall merely signify that the employee has read the material to be filed. Should the employee decline to sign such material, that fact shall be noted and filed with the material in the employee's personnel file. All rights for review, inspection, and updating of the employee's personnel file shall also apply to the personnel folder maintained at the building level.

The employee shall have the right to answer immediately any material filed, and his written answer shall be reviewed by the District Personnel Officer and/or principal /supervisor and attached to the file copy.

Upon written request of the employee, he/she shall be given access, within two working days, to the file, and shall be furnished a reproduction of any material contained in the file within five working days.

The confidential nature of this material will be honored at all times.

Other than the employee, no one may have access to an employee's file other than his/her principal / supervisor and the administration.

An employee may add pertinent data to his/her personnel file at any time by contacting the District Personnel Officer and/or principal/supervisor.

Adopted: August 1988
Last Revised: April 26, 2005
NLR 6-CONFLICT OF INTEREST
An employee of the District shall have no financial or other business interests or obligations that in any way create a conflict with the proper discharge of duties while employed by the District.

An employee of the District shall not, during the months of the employment contract, act as an agent for any type of supplies or books used by pupils of any school within the District.

During the months covered by contract and during the work days, an employee who represents a company must refrain from recommending the product he/she sells.

Adopted: June 1986
Last Revised: April 26, 2005
NLR 7-TEMPORARY AND SUBSTITUTE EMPLOYEES
The nature and need for temporary and substitute employees are highly unpredictable. These employees are often used on a day-to-day, temporary, or short-term basis according to the needs of the District at that time.

Although important to the District, these employees are not afforded the same benefits and status as contracted school employees.

Persons employed in a temporary or substitute capacity may receive frequent, intermediate, or infrequent assignments. Failure to receive assignment does not constitute unemployment. Persons receiving frequent assignments shall not have the expectation that frequent assignments will continue or that full-time employment will be offered by the District.

Adopted: June 1986
Last Revised: May 19, 2005
NLR 8- ANNOUNCEMENT OF VACANCIES

In consideration of the interests and aspirations of its staff, the administration will give primary consideration to existing staff when filling vacancies.

All qualified employees who request consideration for an existing vacancy will be interviewed. All such requests will be acknowledged by the personnel office. The employee selected to fill a vacancy will be transferred to that position depending on the availability of a replacement, consideration being given to a smooth transition, and as little interruption as possible to the tasks involved.

The following criteria shall be used in considering applications for vacancies. These criteria are not rank-ordered or exhaustive. Those who are interviewed for a vacancy but do not receive it will be notified with the reasons therefore.

- Academic preparation or technical training.
- Certifications, endorsements, or licenses.
- Date of transfer request.
- Demographic need of the District (balance according to race and experience).
- Evaluations.
- Professional objectives of the employee.
- Recommendations and references.
- Seniority.
- Work experiences.

Announcements of classified vacancies or job openings shall be posted in the Central Administrative Office Building, emailed to all employees and placed on the District’s website.

The District Personnel Officer will notify those employees who have filed transfer requests of said vacancies prior to filling the vacancies.

Adopted: February 1990
Revisited: May 19, 2005
Last Revised: June 9, 2016
NLR 9-PERSONNEL CONTRACTS

With the exception of the Superintendent, employment contracts with employees shall not exceed one year in length.

All employees will begin the new school year using the personnel policies from the past year, including all changes adopted prior to July 1 of the new contract year. All district policies are posted on the district’s website.

Adopted: October 1990
Revised: April 26, 2005
Revised: March 19, 2009
Last Revised: June 9, 2016
NLR 10-CLASSIFIED TRANSFERS

Transfer of assignment may be granted by the Superintendent upon written request and a determination that the best interest of the District is served by the transfer. An annual waiting list of employees who have requested transfers will be compiled and will remain active until October 1, of each school year.

An employee who desires a change in grade and/or subject assignment within a building should file a request with the supervisor. An employee who desires a transfer to another building may file a request for transfer at any time with the District Personnel Officer. Requests should include the grade and/or subject to which the employee desires to be transferred, in order of preference. All such requests will be acknowledged by the personnel office.

Prior to the opening of school, each employee will receive a notice of assignment for the school year. In the event the notice of assignment does not reflect that the request for a transfer has been granted, the staff member may request a conference through the personnel office.

The following criteria shall be used in considering voluntary and involuntary transfers. These criteria are not rank-ordered or exhaustive.

1. Academic preparation or technical training.
2. Certification, endorsements, or licenses.
3. Date of transfer request.
4. Demographic need of the District (balance according to race and experience).
5. Evaluations.
6. Professional objectives of the employee.
7. Recommendations and references.
8. Seniority.

Involuntary transfers may be effected only when vacancies cannot be filled by voluntary transfer requests. When involuntary transfers are effected for necessary reduction in a school’s staff due to reduced enrollments, such transfers will be made on the basis of years of service to the District. Those employees in the affected building possessing the least amount of service and applicable certification will be transferred first.

Date adopted:

Last Revised: June 9, 2016
NLR 11-CLASSIFIED RESIGNATIONS

An employee may offer a resignation at any time, with the acceptance of the resignation being at the discretion of the District. If resignations are offered in a timely fashion, and if a suitable replacement is available, resignations will generally be accepted by the District. If an employee wishes to resign during the summer months when school is not in session, such notice is expected to be given no later than four (4) weeks prior to the opening of school.

Any employee who resigns shall furnish the supervisor with evidence of satisfactory completion of all records up to the date on which the resignation becomes effective. Final pay will be held until all reports have been made.

Date Adopted: AUGUST 1988
NLR 12-PAYMENT OF SALARY

The District will issue payment semimonthly or biweekly and all payments will be distributed via direct deposit to an employee’s bank account or through a bank-issued debit card.

Employees contracted for less than twelve months will receive, at the pay date following the completion of their contract, all remaining payments earned for the contract year.

Date Adopted: August 1988
Last Revised: June 16, 2011
NLR 13-CONTRACTED SALARY ADJUSTMENT

Adjustments in contracts/salaries due to the increase in training shall be made for the contract period following the completion of the semester hours required for the next pay scale. Such adjustments shall be done upon receipt by the personnel office by January 31 of official transcripts reflecting the additional work. When transcripts are received after this date, the additional training will be recognized on the following year's contract.

Date Adopted: JUNE 1986
Revised: April 20, 2006
Last Revised: May 21, 2009
NLR 14-COMPUTATION OF DAILY SALARY

In computing an employee's daily salary, the total hourly salary will be multiplied by the number of hours scheduled to work. The annual salary will be the daily salary multiplied by the number of days annually contracted.

Date Adopted: JUNE 1986
Last Revised: April 20, 2006
NLR 15-LIABILITY AND LEGAL SUPPORT

The Board of Education shall maintain an errors and omissions insurance policy for the protection of all persons employed by the School District and including all elected or appointed members of the Board against allegations of wrongful acts arising out of the performance of duties.

Should an employee of the district become the victim of an attack, aggression, or other illegal overt act of hostility, while performing job or job-related responsibilities, the District shall follow these procedures:

1. Workmen's Compensation will be filed if there is an injury or loss of time. No charge will be made against the employee's sick leave for injuries resulting from such acts of hostility.
2. The District shall prosecute the offenders when applicable and offer reasonable assistance to the employees in his/her efforts to prosecute. These efforts shall include information concerning procedures in filing charges and release time to file such charges.

Date Adopted: OCTOBER 1990
Last Revised: September 15, 2005
NLR 16-TORT IMMUNITY

The District, its agents, officers, employees and volunteers are immune from liability in tort for Negligence and shall assert that immunity when allegations of negligence are made.

Date Adopted: JUNE 1998
Last Revised: September 15, 2005
NLR 17-LONGEVITY RETIREMENT PAY

The District shall provide longevity pay to employees who have served the District ten years or more and retire under the Arkansas Teacher Retirement System or the Arkansas Public Employees Retirement System or make application for participation in the Teachers Deferred Retirement Option Plan (T-DROP) in accordance with Act 1096 of 1995 or APERS Deferred Retirement Option Plan (A-DROP) in accordance with Act 1052 of 1997. Longevity pay shall be calculated by multiplying the number of years’ service to the District times the average daily pay for certified employees that contract year. Employees who apply to participate in T-DROP/A-DROP will receive longevity at the end of that current year unless a written request to delay the longevity until their actual retirement is submitted to the personnel office. Longevity will be paid for any additional years worked after T-DROP or A-DROP at the average daily pay for certified employees for the final year that they work. Longevity will not be paid at any time other than at the time of T-Drop/A-Drop or actual retirement.

Adopted: February 1990
Last Revised: September 15, 2005
NLR 18-SICK LEAVE REDEMPTION

There will be four situations in which the district will redeem sick leave days from staff members. The compensation will be subject to all withholdings.

1. At the end of each school year the district will redeem excess leave from any staff member who has at least five (5) years continuous service with the district. Excess leave will be any amount of days a staff member has at the end of the year above the maximum amount allowed to carry over, which is currently 100 days. Classified staff members who have accumulated over 100 days of unused sick leave will be paid at a rate of 100% of the current cost of non-degreed substitute teacher pay per day for all days above the 100-day limit.

2. When a staff member with at least ten (10) years of service in the district retires, the member will be paid a rate of 100% of the current cost of substitute teacher pay per day for all unused sick leave days.

3. When a staff member elects to Teacher Deferred Retirement Option Plan (T-drop), or Arkansas Public Employee Deferred Retirement Option Plan (A-drop), the employee may redeem a number of sick leave days, which will leave a balance of no less than thirty (30) days in their account.

4. In the case of a staff member’s death while employed with the district, his or her estate will be paid a rate of 100% of the current cost of non-degreed substitute teacher pay per day for all unused sick leave days.

Board Adopted: March 16, 2006
Last Revised: November 20, 2014
NLR 19-EXTENDED LEAVE WITHOUT PAY

It is recognized that such contingencies and situations may require employee absences beyond the days herein provided.

Therefore, it shall be the policy of the District to allow employees to request leaves of absence for personal reasons, with such requests including an explanation of the reason for the need for leave. Applications shall be made through the building administrator or supervisor to the District Personnel Officer, with the building administrator or supervisor recommending approval or disapproval of the request.

The District Personnel Officer shall then approve or disapprove such requests and promptly notify the employee of the decision. Should the request be denied, the employee may appeal the decision to an appeal board consisting of five administrators (principals, supervisors, directors, and assistant superintendents) with the grievant selecting three and the District Personnel Officer selecting two members. (The decision of the appeal board in no way affects the right of the grievant to appeal the decision to the District School Board of Education.)

Absences granted under this section of the policy shall result in full deduction from pay for each day's absence.

Date Adopted:   AUGUST 1993
Last Revised:   June 15, 2006
NLR 20-JOB ABANDONMENT

Any employee who is absent from work for five (5) consecutive working days without his/her supervisor being notified either in person, by telephone, telegraph, fax, or other electronic means, will be considered as having abandoned the job except in an extraordinary circumstance where such notice is not feasible. That employee will be considered as having voluntarily quit and recorded as resigned from that position unless otherwise determined by the Personnel Officer.

Date Adopted:    July 17, 2008
NLR 21-SCHOOL BUSINESS

No deductions shall be made in salary when an employee is absent because of authorized school business.

In the event a substitute is needed during such absences, the District shall pay the substitute's salary.

The District Personnel Officer may grant permission to employees to attend educational meetings without loss of pay. Budget limits must be taken into consideration on all requests.

Date Adopted:       JUNE 1986
Last Revised:       September 15, 2005
NLR 22-MILITARY LEAVE

All teachers, administrators, and non-certified personnel employed by any public school in this state who desire to take a leave of absence for the purpose of participating in military training programs or other official duties made available by the National Guard or of the reserve branches of the armed forces and all teachers and administrators employed by a public school who desire to take a leave of absence for the purpose of participating in the civil defense and public health training programs made available by the United States Public Health Services shall be entitled to such a leave of absence for a period of fifteen (15) days, plus necessary travel time, in any fiscal year. To the extent this leave is not used in a fiscal year, it will accumulate for use in the succeeding fiscal year until totals fifteen (15) days at the beginning of a fiscal year.

Whenever any teacher, administrator, or non-certified employee is granted a leave of absence under the provisions of this section, he shall be entitled to his regular salary during the time he is away from his duties during such leave of absence.

The teacher or administrator will be responsible for paying for the cost of any substitute employed in the teacher or administrator's absence.

Such leave of absence shall be in addition to the regular vacation time allowed the employee.

Teachers, administrators, and non-certified personnel called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days after which leave without pay will be granted. This leave shall be granted in addition to all other leave to which the teacher, administrator or non-certified person shall be entitled.

During a leave of absence teachers, administrators, and non-certified persons shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and disability insurance benefits, and any other rights, privileges and benefits to which they have become entitled.

The period of military service shall, for purposes of computations to determine whether such persons may be entitled to retirement under the laws of the State of Arkansas, be deemed continuous service, and the teacher, administrator, or non-certified employee shall not be required to make contributions to any retirement fund.

The School District shall continue to contribute their portion of any life and disability insurance premiums during the leave of absence on behalf of the teacher, administrator, or non-certified employee, if requested, so that continuous coverage may be maintained.

For the purpose of this section "fiscal year" shall be the fiscal year now established for the United States Government.

An employee who is drafted or called to active duty in the armed forces of the United States or who volunteers for military service shall be placed on extended military leave without pay and
upon application within ninety (90) days after the effective date of his release from active duty shall be reinstated to the position vacated or an equivalent position at no loss of seniority or any of the other benefits and privileges of employment. The right of reemployment shall conform to all federal government rules and regulations.

Any employee who enlists or re-enlists for a second consecutive tour of active military duty shall be deemed to have forfeited his reemployment rights.

Whenever any teacher, administrator or non-certified person employed by any public school in this state or any state employee as defined by 21-4-203 or any employee of a political subdivision is granted military leave for a period of fifteen (15) days per calendar year or fiscal year under the provisions of 6-17-306, 21-4-102 or 21-4-212, the military leave will accumulate for use in succeeding calendar years of fiscal years until it totals fifteen (15) days at the beginning of the calendar year or fiscal year for a maximum number of military leave days available in any one calendar year or fiscal year to be thirty (30) days.

This policy will conform to all sections of acts 673 and 956 of the 1991 Arkansas General Assembly. Copies of these acts are on file in the District office.

Date Adopted: September 1991
Last Revised: September 15, 2005
NLR 23-LEAVE FOR PUBLIC SERVICE

ACT 1302 of 1997

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

2. By law, a school board member may not work for the school district in which he or she serves.

3. School districts may not grant any employee paid leave for the purpose of permitting the employee to engage in public service or related activities.

4. Employees may use their personal days and vacation days (if applicable) to engage in public service or related activities, with the prior approval of the superintendent.

5. In addition, upon request to the District Personnel Officer, a number of days of unpaid leave deemed reasonable under the circumstances may be granted to the employee for the purposes of engaging in public service or related activities.

6. Employees who attempt to use sick leave days fraudulently for any purpose, including to engage in public service or related activities, will face disciplinary action up to and including non-renewal or termination.

Date Adopted: JUNE 1998
Last Revised: September 15, 2005
NLR 24-HOLIDAYS

District offices shall be closed during the following holidays each year:

Independence Day - 1 day

Labor Day - 1 day

Thanksgiving - 2 days

Christmas - 2 days New

Year's Day - 1 day

Martin Luther King, Jr.’s Birthday - 1 day

Memorial Day - 1 day

a. Independence Day will be observed on July 4 unless it falls on a weekend. In this case, the day that is observed nationally will be observed by the District.

b. Thanksgiving will be observed on Thanksgiving Day and the Friday following.

c. The two days at Christmas will include Christmas Eve and Christmas Day when these fall on work days. On years when one or both of Christmas Eve and Christmas Day fall on the weekend, a determination will be made as to which two days will be observed.

d. New Year's Day will be observed on January 1 except when this date falls on a weekend. In this case, the national observance shall be the rule.

e. Dr. Martin Luther King, Jr.'s Birthday will be observed on the nationally recognized day for such observance. (All District facilities will be closed.)

f. Memorial Day will be observed on the nationally recognized day for such observance.

g. Labor Day will be observed on the first Monday in September. Date

Adopted: APRIL 1992
Last Revised: September 15, 2005
NLR 25-CLASSIFIED PERSONNEL VOLUNTARY DECREASE IN CONTRACTED DAYS

A classified employee who prefers to work fewer days than provided for in his current contract may choose to have his subsequent year’s contract reduced if that employee’s position is approved by the Superintendent as qualifying for the employee’s participation in this program. The purpose of this Policy is to enable qualifying employees to enjoy additional days off from work to observe holidays currently observed by the District. Qualification of a particular position being included in this program shall be decided by the Superintendent, based on needs of the District. Application by an employee does not guarantee approval.

An application form is required for a request for reduction and is available at the Office of Human Resources. All applications must be filed with the Office of Human Resources no later than March 15 during the employee’s then-current contract. For the 2015-2016 school year only, applications must be received by the Office of Human Resources no later than June 1, 2015.

Qualification for the voluntary-decrease program shall be determined by the Superintendent and the positions so qualified shall be posted on the District website. For each qualifying position, the number of days which may be forfeited by a qualifying employee, as well as the dates during which those forfeited days shall be allowed to be taken, shall be determined by the Superintendent for each position. Those positions qualifying for this voluntary-decrease program, as well as the eligible dates, shall be posted on the District’s website.

Upon the receipt of an employee’s application on the approved form, the School Board, upon recommendation of the Superintendent, may approve the employee’s application, such contract decrease to take place at the commencement of the next contract. Upon the execution of the employee’s reduced-days contract, that contract shall be considered to be a superseding contract and will forfeit all rights in the contract which might have been renewed as provided for in the Arkansas Public School Employees Fair Hearing Act, Arkansas Code Annotated §§6-17-1701, et seq.

The Superintendent’s approval of an application shall be effective for only one contract term. Should an employee desire to continue his reduced-days contract for the following contract year, he must make application for each succeeding year by the deadline for application. Failure to do so shall result in the employee’s contract reverting back to the employee’s contract prior to the reduction in work days.

An employee whose application is approved for a reduction in days of employment shall retain all of the vacation days to which he was entitled under the pre-reduction contract. Any accumulated days shall be retained by the employee.

Adopted: April 16, 2015
NLR 26-REQUIREMENTS FOR PARAPROFESSIONALS

No Child Left Behind (NCLB) requires that Title I paraprofessionals who have any student instructional contact be “highly qualified.” This requires that, at a minimum, they shall have:

1. completed sixty (60) hours of coursework at an institution of higher education; or
2. holds an associate’s degree or higher; or
3. taken and passed the Para pro (Praxis) Assessment Test certifying they are highly qualified; and
4. satisfied any other state or federal requirement for paraprofessionals to be “highly qualified.”

New employees hired as paraprofessionals are required to have met the qualifications criteria as an initial condition for employment. Title I paraprofessionals who have any student instructional contact already employed by the district as of January 8, 2002 must be able to meet the qualifications criteria by January 1, 2006.

The superintendent shall determine if, in his or her opinion, a paraprofessional employed by the district prior to January 8, 2002 may be reasonably expected to satisfy the requirements imposed by NCLB or state requirements by January 1, 2006.¹ No later than 30 days prior to each paraprofessional’s contract commencement date the superintendent shall notify paraprofessional employees deemed unlikely to satisfy NCLB and/or state requirements that they are being recommended for non-renewal. In the event that, subsequent to contract renewal, the superintendent determines the paraprofessional employee does not meet the definition of “highly qualified,” it shall be grounds for termination of the paraprofessional’s contract of employment.

An exception to the highly qualified requirements of NCLB is allowed for paraprofessionals who are proficient in English and a language other than English and who provide services primarily to enhance the participation of children in programs served under Title I by acting as a translator; or whose duties consist solely of conducting parental involvement activities consistent with the requirements of NCLB.

Note: ¹ For example: if an employee still needs 30 college credit hours to attain highly qualified status by the contract renewal date of Aug 1, the superintendent can reasonably assume there is no way the hours can be obtained in the single semester available between August 1 and January 1.

Legal Reference: 20 USC § 6319(c)(d)(e)

Date Adopted: December 18, 2008
Last Revised: December 18, 2008
NLR 27-WORKING HOURS FOR NON-INSTRUCTIONAL STAFF

The standard work day for full-time employees on any classified salary schedule shall be eight hours. Actual work schedules which provide for the beginning and ending of the workday shall be approved by the Superintendent or designee.

Date Adopted: JUNE 1986
Last Revised: June 15, 2006
Last Revised: June 18, 2015
NLR -28 WORK SCHEDULES IN CASE OF INCLEMENT WEATHER

Weather conditions sometimes force the cancellation or alternate scheduling of school.

It is not possible to provide in advance alternative plans and procedures for students and employees to follow because of the varied circumstances of times and conditions that might arise.

Therefore, the Superintendent of Schools is charged with the responsibility of making such alternate plans, procedures, and schedules, as he may deem the conditions warrant, and to make these known through the broadcast and print media as timely as possible. He shall be guided by the safety and welfare of the students and staff.

Twelve month employees are expected to report as timely as possible unless the announcement carries a notice of alternate scheduling for employees. All other employees will be notified later of the schedule to make-up any lost days.

Date Adopted: August 1986
Last Revised: December 15, 2005
NLR 29-SIGN IN/OUT PROCEDURES

Employees shall indicate their presence at their place of duty as directed by their supervisor and as required for proper payroll functions.

Date Adopted: JUNE 1986
Last Revised: June 15, 2006
NLR 30-ANNUAL PERSONNEL SURVEY OF JOB PREFERENCE

A personnel survey shall be made in March of each year to determine the status of each employee in reference to continued employment for the coming school year.

The personnel survey shall include information designed to identify those persons who are qualified for and interested in an administrative, supervisory, or other position which would represent an advancement in salary.

Indication on the personnel survey of an interest in another position shall not constitute an application for a position. Consideration for another position shall require a specific application for that specific position.

Date Adopted: JUNE 1986
Last Revised: June 15, 2006
NLR 31-CLASSIFIED PERSONNEL EMPLOYEE TRAINING

All employees shall attend all district professional development sessions as directed by a supervisor.

The District shall develop and implement a plan for the professional development of its classified employees. The district’s plan shall, in part, align district resources to address the professional development activities identified in each school’s ACSIP. Each classified employee shall participate in professional development annually designed by the district as it pertains to each department’s needs. The professional development is to be fulfilled between June 1 and May 31. The district’s plan shall be in alignment with the ADE Rules Governing Professional Development and current Arkansas code.

Representatives of each department shall be involved in the design, implementation, and evaluation of the plan for their own professional development. The results of the evaluation made by the participants in each program shall be used to continuously improve the district’s professional development offerings and to revise the school improvement plan.

Classified employees are not eligible for flexible professional development hours (flex hours). The district administration and the department directors have the authority to require attendance at specific professional development activities.

If a classified employee, for any reason, misses part or all of any scheduled professional development activity they were required to attend, they must make up the required hours in comparable activities which are to be pre-approved by the department director or district designee.

To receive credit for his/her professional development activity each employee is responsible for obtaining and submitting documents of attendance for each professional development activity he/she attends. Documentation is to be submitted to the department director or district designee.

The chief financial and information services officer and the administrative director of finance, audit, and purchasing are required to obtain 4 hours of professional development in fiscal management annually. Other classified employees who manage substantial budgets are required to obtain training in fiscal management as well with the exception of a time requirement.

All classified employees inclusive of substitute teachers are to obtain professional development in classroom management annually.

Employees who do not receive or furnish documentation of the required annual professional development jeopardize the accreditation of their school and academic achievement of their students. Failure of an employee to attend required professional development in any given year shall be grounds for disciplinary action up to and including termination.

Approved professional development activities may include conferences, workshops, institutes, individual learning, mentoring, peer coaching, study groups, distance learning, internships, district/school programs, and approved college/university course work. Professional
development activities should be consistent with the objectives developed by the National Staff Development Council Standards.

Professional development activities shall relate to the following areas: content; advocacy/leadership; systemic change process; supervision; mentoring/coaching; educational technology; principles of learning/developmental stages; cognitive research; and building a collaborative learning community.

Cross-Reference: Policy 5.4—Professional Development

Legal References: Arkansas State Board of Education: Standards of Accreditation 15.04 ADE Rules Governing Professional Development

Date Adopted: December 15, 2005
Last Revised: January 18, 2007
NLR 32-CLASSIFIED PERSONNEL VIDEO SURVEILLANCE

The board has a responsibility to maintain discipline, protect the safety, security, and welfare of its students, staff, and visitors while at the same time safeguarding district facilities, vehicles, and equipment. As part of fulfilling this responsibility, the board authorizes the use of video/audio surveillance cameras. The placement of video/audio surveillance cameras shall be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy anywhere on or near school property, facilities, vehicles, or equipment, with the exception of places such as rest rooms or dressing areas where an expectation of privacy is reasonable and customary.

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

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

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

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

Video recordings may become a part of a staff member’s personnel record if deemed necessary by the Administrative Director of Human Resources.

Date Adopted: February 16, 2011
NLR 33-SOLICITATIONS

Commercial solicitation of employees or students during school hours by agents, solicitors, or salesmen is prohibited.

No employee is permitted to use his/her position in soliciting students or parents in any project which involves the expenditure of money for products, services, summer camps, etc., in which the employee will receive a financial gain.

Date Adopted: June 1986
Last Revised: June 15, 2006
NLR 34-GIFTS

Employees should tactfully discourage pupils, staff, or vendors, parents, either individually or as a group, from presenting gifts of value.

Date Adopted: JUNE 1986
Last Revised: June 15, 2006
NLR 35-DIRECTORY INFORMATION

With respect to District employees, directory information shall not be released for commercial use.

Directory information means employee's name, address, telephone listing, date and place of birth, college degrees held and major fields of study.

Directory information may, upon approval by the Superintendent, be released for non-commercial use unless the employee notifies the Superintendent in writing that his/her directory information is not to be released.

Date Adopted: JUNE 1980
Last Revised: June 15, 2006
NLR 36-BUILDING COMMUNICATIONS COMMITTEE

In September, a Building Communications Committee shall be formed in each location for the purpose of enhancing communications between the principal/building administrator and/or designee and the staff. The members of the committee are to be elected from all staff members in each building. All staff members are eligible to vote in this election and hold elective positions on the committee. The elections will be conducted by the principal/building administrator and/or designee.

The size of the committee will be equal to 10 percent of the certified staff (FTE) of the building and 10 percent of the classified staff (FTE) of the building, but not fewer than three teacher members and two classified staff members per building.

The chairman of the committee shall be elected/selected by the committee. In September, the principal/building administrator and/or designee will schedule monthly meetings with the Building Communications Committee for the purpose of certified and classified staff involvement in the following:

Forming and implementing building practices and procedures such as:
   - Discussing the conditions or problems in the school
   - Addressing instructional concerns
   - Planning budgets
   - Suggesting major expenditures
   - Setting building goals

All items for discussion will be submitted to the chairman at least one day prior to the scheduled meeting. The agenda will be posted by the chairman by the end of the work day prior to the scheduled meeting.

If a principal/building administrator and/or designee choose not to implement a recommendation of the Building Communications Committee, then he/she will respond in writing to the committee with a statement of the reason for non-implementation. If the principal/building administrator and/or designee give reason for non-implementation in the meeting, this requirement shall be satisfied.

Additional meetings may be held at the request of either the committee chairman or the principal/building administrator and/or designee. All meetings will be held at a mutually agreed upon location.

Additional location staff may be present at the meetings.

Minutes of the meeting of the Building Communications Committee will be kept by a designated committee member and will be available to any member of the District staff. A copy of the minutes, signed by all in attendance, will be forwarded to the Superintendent.

Adopted: May 2004
Last Revised: September 15, 2005
NLR 37-CLASSIFIED TUITION REIMBURSEMENT

A classified employee with North Little Rock School District shall be eligible to make application for tuition reimbursement for a program of study that leads to a teaching license and/or certification in a critical shortage area as defined by the Arkansas Department of Education and by the North Little Rock School District including courses in other areas of high needs.

The application form will require the normal personal and professional data. Tuition reimbursement will be granted to applicants whose applications have been received in the District Human Resource office according to the deadline outlined in #3. A joint committee of six appointed by the superintendent, at least three of whom must be classified employees, shall review applicants’ procedures and priorities before monies are disbursed.

1. The applicant must have worked for the district as least three years and have at minimum 60 hours of college credit or an associate’s degree. Total years of service will be the determining factor.
2. Successful applicants will be granted reimbursement for actual tuition not to exceed the rate charged by the University of Arkansas for the course of study, provided a passing grade of “B” is earned and credit for the course is verified by an official transcript. Payment will be based on tuition only, not fees, etc. Payment to the employee will be made once the transcript and receipt are received. Applicant has thirty days to complete the process.
3. Application for reimbursement must be received in the Human Resource Office by October 1 for Fall semester, February 1 for Spring semester and May 1 for courses to be taken during the summer terms. The committee will meet within two weeks following each application deadline. The amount shall be separated equally in three terms and moved to the next term if all Title IIA money is not utilized by the end of the year. Funds will not be carried forward from one year to the next.
4. The maximum total financial reimbursement granted in a contract year shall not exceed $20,000.
5. Successful applicants will sign a non-interest bearing promissory note in favor of the North Little Rock School District for the amount of the reimbursement granted, said to be cancelled and of no effect at the conclusion of one year (following the completion of the course of study) for six (6) hours of credit with the district to offer grantee a contract shall cause the remaining balance of the note to be cancelled. The balance of the note shall become due to and payable if the grantee voluntarily fails to render service of sufficient length to cause cancellation of the note as described above.
6. Recipients must agree to one year of employment with the district per reimbursement.
7. An employee on leave shall not be awarded tuition reimbursement during the period he or she is on leave.

Date Adopted: June 9, 2016
NLR 38-CLASSIFIED WELLNESS POLICY

The North Little Rock School District (NLRSD) Administration and Board of Education recognize that in order to create a healthy school environment and a positive, supportive workplace, it is essential to promote health among its staff.

Liability

Participation in wellness activities is voluntary; and, therefore, the NLRSD is not liable for injuries sustained to employees during their participation in these activities. All employees shall be required to sign a “NLRSD Wellness Release of Liability Waiver Form” prior to participating in any employee wellness activity/event that involves physical movement.

Lactation Support

It is the policy of the North Little Rock School District to assist working mothers with transitioning back to work following the birth of a child by providing lactation support. All North Little Rock School District departments and schools shall provide sanitary space that is private with adequate lighting, seating and electrical outlets.

**Time** – The department/school may require the employee to use the regularly scheduled paid break time to express breast milk.

**Storage** – The employee will be responsible for clearly marking and storing her expressed breast milk. Storage is allowed in any refrigerator that the employee normally has access to.

Healthy Food Options

Meetings, Activities and Events: All meetings, activities, and events (including meetings, catered events, and community events) sponsored or supported by the NLRSD will always include options for healthy foods and beverages. The District’s guidelines will follow those of the GO-SLOW-WHOA campaign, which identifies “almost always,” “sometimes,” and “once in a while” foods.

a. At least 50% of food and beverages shall fall into the “GO” or “SLOW” categories.
b. Purchase local produce whenever possible.
**Vending:** NLRSD departments and buildings shall make available healthy food and beverages in vending machines. The NLRSD will provide a dietician-approved list of vending machine foods that fit the “GO” and “SLOW” criteria.

a. At least 50 percent of items in machines shall fall into the “GO” or “SLOW” categories.
b. No more than 25 percent of items in machines may fall in the “WHOA” category.
c. Drink machine displays shall feature either water or 100% fruit juice as advertisement.

**Concessions:** NLRSD-owned and/or operated concession stands shall offer at least two “GO” food options and two “GO” beverage options on their menus. The following policy applies to both Vending and Concessions:

a. Healthy food options shall be clearly identified through GO-SLOW WHOA signage.
b. Healthy food options shall be priced either lower than or equal to unhealthful foods in all District-owned and/or operated facilities.
c. Healthy food options shall be displayed more prominently than other foods.

**Food Storage and Preparation:** Accommodations for food preparation and storage (e.g. sinks, refrigerators, microwaves) are encouraged to support employees in bringing healthy lunches and snacks to work.

**Legal References:**

A.C.A. §§ 6-21-609 and Arkansas Act 8 of 2006
Arkansas Act 1220 of 2003 and Act 201 of 2007
ADE Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools
The Patient Protection and Affordable Care Act (H.R. 3590) of 2010
NLR 39-FRINGE BENEFITS

Employee benefits of the districts shall be provided for staff working 35 or more hours per week.

The District will pay a maximum of $264.78 per month for health insurance coverage for each full-time employee. The District will also pay $2.10 per month for Group Life insurance coverage, $28.16 per month for dental/vision insurance and $10.65 per month for hospital indemnity coverage. Insurance premiums for any plans chosen by the employee in excess of those amounts will be paid by the employee. Any employee taking a policy at a lower premium would not be compensated for the difference.

Insurance premium increases will be the responsibility of individual employees and pay checks will be adjusted accordingly by the Business Office. Employees will be notified in advance about changes in premium payment amounts.

Insurance coverage for District employees shall include the state-sponsored insurance coverage plus local insurance programs recommended by the Fringe Benefit Committee and approved by the Superintendent of Schools and the Board of Education. The adopted benefits shall be outlined on the official salary schedule.

The Fringe Benefit Committee, consisting of six members appointed by the Superintendent of Schools, shall review and evaluate fringe benefit offerings. The Committee shall meet at the request of the Superintendent of Schools or by request of a majority of the Committee and shall make recommendations for adoption to the Superintendent of Schools.

The Board of Education shall maintain an insurance coverage that will repay an employee up to the maximum of $100 for the theft of personal property used in performance of their job where the negligence of the employee is not involved, provided that a proper inventory of such property is made on an annual basis.

All employees of the District are covered by Worker’s Compensation insurance.

Any money saved by the District due to adoption of a cafeteria plan administering insurance and fringe benefit deductions shall be used to fund the longevity retirement plan.

After funding the longevity retirement plan, all remaining money shall be placed in the salary fund.

Board Adopted: JUNE 1986
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