

Section 8 Classified Personnel Policies

Table of Contents

8.1	Classified Personnel Salary Schedule
8.2	Classified Personnel Evaluations
8.3	Classified Employees Drug Testing
8.4	Classified Employees Sick Leave
8.4S	Catastrophic Leave Sharing Policy (CLASP)
8.5	Classified Employees Personal Leave
8.6	Classified Employees Professional Leave
8.7	Public Office-Classified Personnel
8.8	Jury Duty – Classified Personnel
8.9	Classified Personnel Outside Employment
8.10	Classified Personnel Employment
8.11	Classified Personnel Reimbursement of Travel Expenses
8.12	Classified Personnel Tobacco Use
8.13	Dress of Classified Employees
8.14	Classified Personnel Political Activity
8.15	Classified Personnel Debts
8.16	Classified Personnel Grievances
8.16A	Level Two Grievance Form-Classified
8.17	Classified Personnel Sexual Harassment
8.18	Classified Personnel Supervision of Students
8.19	Classified Personnel Computer Use Policy
8.19A	Classified Personnel Internet Use Agreement
8.20	Classified Personnel Family Medical Leave
8.21	School Bus Driver's Use of Cell Phones
8.22	Classified Personnel Cell Phone Use
8.23	Classified Personnel Responsibilities Governing Bullying
8.24	Classified Personnel Leave– Injury From Assault
8.25	Classified Personnel Assignments
8.26	Classified Personnel Termination and Non-Renewal
8.27	Classified Personnel Reduction in Force
8.28	Classified Personnel Responsibilities in Dealing With Sex Offenders on Campus
8.29	Classified Personnel Who Are Mandatory Reporters Duty To Report Child Abuse, Mal-Treatment Or Neglect
8.30	Classified Personnel Workplace Injuries And Worker's Compensation
8.31	Classified Personnel Video Surveillance And Other Monitoring
8.32	Classified Personnel Social Networking And Ethics
8.33	Classified Personnel Vacations
8.34	Depositing Collected Funds
8.35	Classified Personnel School Calendar
8.36	Obtaining And Releasing Student's Free And Reduced Price Meal Eligibility Information
8.37	Classified Personnel Weapons On Campus
8.38	Classified Personnel Health Care Coverage Reporting
8.38f	Classified Personnel Health Care Coverage And TIN Report Form
8.39	Classified Personnel Bus Driver End Of Route Review

- 8.40 Drug Free Workplace – Classified Personnel**
- 8.41 Overtime, Comptime, And Complying With FLSA**
- 8.42 Written Code Of Conduct For Employees Involved In Procurement
In The Child Nutrition Program**

Salary schedule figured on 8 hrs per day/ 240 days per year (Board approved 11-9-10 for years 6-10) Effective July 1, 2011
Classified Salary Schedule implementing years 6-10

(Years 0-5 were added by board approval 5-13-12, effective July 1, 2012) (Proposed 2012 rates per hour increase board approved 5-07-12)

2016-2017 CLASSIFIED SALARY SCHEDULE (Approved June 14, 2016)

Yrs. Exp	Step Increase per hr	Hourly Rate	Bkkeeper Range 1	Hourly Rate	Asst. Bkbp Range 2	Hourly Rate	Dist Sec	Hourly Rate	Sec. Range 4	Hourly Rate	FS Direc	Hourly Rate	FS Mang.	Hourly Rate	FS Other Range 7
0		16.25	31,200	13.71	26,323.20	12.00	23,040	10.75	20,640	16.25	31,200	10.40	19,968	9.55	18,336
1	.15	16.40	31,488	13.86	26,611.20	12.15	23,328	10.90	20,928	16.40	31,488	10.55	20,256	9.70	18,624
2	.15	16.55	31,776	14.01	26,899.20	12.30	23,616	11.05	21,216	16.55	31,776	10.70	20,544	9.85	18,912
3	.15	16.70	32,064	14.16	27,187.20	12.45	23,904	11.20	21,504	16.70	32,064	10.85	20,832	10.00	19,200
4	.10	16.80	32,256	14.26	27,379.20	12.55	24,096	11.30	21,696	16.80	32,256	10.95	21,024	10.10	19,392
5	.10	16.90	32,448	14.36	27,571.20	12.65	24,288	11.40	21,888	16.90	32,448	11.05	21,216	10.20	19,584
6	.10	17.00	32,640	14.46	27,763.20	12.75	24,480	11.50	22,080	17.00	32,640	11.15	21,408	10.30	19,776
7	.05	17.05	32,736	14.51	27,859.20	12.80	24,576	11.55	22,176	17.05	32,736	11.20	21,504	10.35	19,872
8	.05	17.10	32,832	14.56	27,955.20	12.85	24,672	11.60	22,272	17.10	32,832	11.25	21,600	10.40	19,968
9	.05	17.15	32,928	14.61	28,051.20	12.90	24,768	11.65	22,368	17.15	32,928	11.30	21,696	10.45	20,064
10	.05	17.20	33,024	14.66	28,147.20	12.95	24,864	11.70	22,464	17.20	33,024	11.35	21,792	10.50	20,160

Yrs. Exp.	Step Increase per hr	Hourly Rate	Comp. Lab Range 8	Hourly Rate	Comp. Tech Range 9	Hourly Rate	Due Proc Clk Range 10	Hourly Rate	Head M&O Range 11	Hourly Rate	M&O Level 1 Range 12	Hourly Rate	Trans. Dir. Range 13	Hourly Rate	Mech. Level 1 Range 14
0		11.00	21,120	25.57	49,094.40	10.55	20,256	16.25	31,200	12.71	24,403.20	16.25	31,200	10.98	21,081.60
1	.15	11.15	21,408	25.72	49,382.40	10.70	20,544	16.40	31,488	12.86	24,691.20	16.40	31,488	11.13	21,369.60
2	.15	11.30	21,696	25.87	49,670.40	10.85	20,832	16.55	31,776	13.01	24,979.20	16.55	31,776	11.28	21,657.60
3	.15	11.45	21,984	26.02	49,958.40	11.00	21,120	16.70	32,064	13.16	25,267.20	16.70	32,064	11.43	21,945.60
4	.10	11.55	22,176	26.12	50,150.40	11.10	21,312	16.80	32,256	13.26	25,459.20	16.80	32,256	11.53	22,137.60
5	.10	11.65	22,368	26.22	50,342.40	11.20	21,504	16.90	32,448	13.36	25,651.20	16.90	32,448	11.63	22,329.60
6	.10	11.75	22,560	26.32	50,534.40	11.30	21,696	17.00	32,640	13.46	25,843.20	17.00	32,640	11.73	22,521.60
7	.05	11.80	22,656	26.37	50,630.40	11.35	21,792	17.05	32,736	13.51	25,939.20	17.05	32,736	11.78	22,617.60
8	.05	11.85	22,752	26.42	50,726.40	11.40	21,888	17.10	32,832	13.56	26,035.20	17.10	32,832	11.83	22,713.60
9	.05	11.90	22,848	26.47	50,822.40	11.45	21,984	17.15	32,928	13.61	26,131.20	17.15	32,928	11.88	22,809.60
10	.05	11.95	22,944	26.52	50,918.40	11.50	22,080	17.20	33,024	13.66	26,227.20	17.20	33,024	11.93	22,905.60

Salary Schedule figured on 8 hrs per day/ 240 days per year													
Yrs. Exp.	Step Increase per hr	Hourly Rate	Cust. Range 15	Hourly Rate	Field keeper Range 16	Hourly Rate	LPN Range 17	Hourly Rate	RN Range 18	Hourly Rate	Para-pro Level 1 Range 19	Hourly Rate	Deaf Interpreter Range 20
0		9.89	18,988.80	10.04	19,276.80	16.25	31,200	This	Range	10.45	20,064	13.25	25,440
1	.15	10.04	19,276.80	10.19	19,564.80	16.40	31,488	Is	No	10.60	20,352	13.40	25,728
2	.15	10.19	19,564.80	10.34	19,852.80	16.55	31,776	Longer	Valid.	10.75	20,640	13.55	26,016
3	.15	10.34	19,852.80	10.49	20,140.80	16.70	32,064	As of	June	10.90	20,928	13.70	26,304
4	.10	10.44	20,044.80	10.59	20,332.80	16.80	32,256	10,	2014	11.00	21,120	13.80	26,496
5	.10	10.54	20,236.80	10.69	20,524.80	16.90	32,448			11.10	21,312	13.90	26,688
6	.10	10.64	20,428.80	10.79	20,716.80	17.00	32,640			11.20	21,504	14.00	26,880
7	.05	10.69	20,524.80	10.84	20,812.80	17.05	32,736			11.25	21,600	14.05	26,976
8	.05	10.74	20,620.80	10.89	20,908.80	17.10	32,832			11.30	21,696	14.10	27,072
9	.05	10.79	20,716.80	10.94	21,004.80	17.15	32,928			11.35	21,792	14.15	27,168
10	.05	10.84	20,812.80	10.99	21,100.80	17.20	33,024			11.40	21,888	14.20	27,264

Additional duty amounts for:

+ .50/ for M/O Custodians

+ \$1.00/ Lead Custodian

+ .50/hr for Associate's Degree

+ \$1.00/hr Mechanic Level II

+ \$1.00/hr for Bachelor's Degree

\$.50/hr Para-Professional Level II (Personal Care Aide)


+ \$2.00/hr for Personal Care Plans Writer

** LPN was moved to RN salary and RN was moved to Certified Salary Schedule

+ \$1.00/hr Maintenance Level I (Supt. makes decision)

per board minutes of June 10, 2014. Schedule did not get updated however,

+ \$2.00/hr Maintenance Level III (Supt. makes decision)


 School Board President
 Date 6-22-16

2016-2017
Pre-K CDA Aide Salary Schedule
(Board approved)

Salary Schedule Code: CDA											
Vrs. Exp	Step Increase per hr	Hourly Rate	CDA PREK Range 1	Hourly Rate	CDA PREK #2 Range 2	Hourly Rate	CDA PREK 3 Range 3	Hourly Rate	CDA PREK 4 Range 4	Hourly Rate	CDA PREK 5 Range 5
0		10.70	20,544								
1	.15	10.85	20,832								
2	.15	11.00	21,120								
3	.15	11.15	21,408								
4	.10	11.25	21,600								
5	.10	11.35	21,792								
6	.10	11.45	21,984								
7	.05	11.50	22,080								
8	.05	11.55	22,176								
9	.05	11.60	22,272								
10	.05	11.65	22,368								

Additional duty amounts for:

+ .50/ for M/O Custodians

+ \$1.00/ Lead Custodian

+ .50/hr for Associate's Degree

+ \$1.00/hr Mechanic Level II


+ \$1.00/hr for Bachelor's Degree

\$.50/hr Para-Professional Level II (Personal Care Aide)

+ \$2.00/hr for Personal Care Plans Writer

+ \$1.00/hr Maintenance Level I (Supt. makes decision)

+ \$2.00/hr Maintenance Level III (Supt. makes decision)


 School Board President
 Date 6/14/16

2016-2017

BUS DRIVERS/RIDER SALARY SCHEDULE

(Board approved)

(Schedule is based on 180 contract days Hours/Days 1.0)

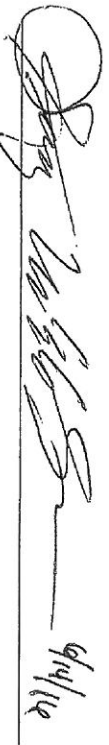
Salary Schedule Code: B14

33.54 Range 1	40.73 Range 2	41.16 Range 3	44.34 Range 4	51.59 Range 5	58.84 Range 6	59.84 Range 7
6,037.20	7,331.40	7,408.80	7,981.20	9,286.20	10,591.20	10,771.20

Pay calculated : Hourly Rate x hours driven daily x 180 days.

School Board President

Date

 6/14/14

2016-2017


21CCLC GRANT SALARY SCHEDULE

(Board approved)

Salary Schedule Code: 21CCLC (Based on a flat salary amount per grant, 178 days)

(Salary for years 2,3,4,5 will be set each year.)

CERTIFIED PERSONNEL					CLASSIFIED PERSONNEL					
Step	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10
1	\$ 7,500	\$ 7,500				\$ 17,000	\$ 18,500			
2							\$ 6,000			
3										


School Board President

Date

6/14/16

2016-2017

SCHOOL BASED MENTAL HEALTH SALARY SCHEDULE

(Board approved)

(Schedule is based on 200 contract days Hours/Days 3.0)

Salary Schedule Code: SBM

Step	Range 1	Range 2	Range 3	Range 4	Range 5
1	48,800				
2	49,550				
3	51,500				
4					
5					

Salary schedule is based on a 200 day classified contract at a flat annual amount.


6/14/16

School Board President

Date

8.1-- CLASSIFIED PERSONNEL SALARY SCHEDULE

- 1) Maintenance and Operations;
- 2) Transportation;
- 3) Food Service;
- 4) Secretarial and Clerical; and
- 5) Aides and Paraprofessionals.

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

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

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

Districts shall distribute funding for health insurance coverage in accordance with state law, the Affordable Care Act, and policy 8.23-Health Care Coverage and the Affordable Care Act. The District reserves the right to adjust the monthly distribution as necessary to account for changes in staffing, student population, and the ADE determination of the funding required to be distributed based on the funding matrix. Specifically, the amount distributed to each employee is NOT part of their salary and is NOT guaranteed to be the same from month-to-month or year-to-year.

Legal References:

A.C.A. § 6-17-2203

A.C.A. § 6-17-2301

A.C.A. § 21-5-405

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

Posted to District Websites

Date Adopted: October 14, 2003

Last Revised: June 10, 2014

8.2— CLASSIFIED PERSONNEL EVALUATIONS

Classified personnel may be periodically evaluated.

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

Date Adopted: October 14, 2003

Last Revised:

8.3— CLASSIFIED EMPLOYEES DRUG TESTING

Scope of Policy

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

1. The employee shall possess a current commercial vehicle driver's license for driving a school bus;
2. Have undergone a physical examination, which shall include a drug test, by a licensed physician or advanced practice nurse within the past two years; and
3. A current valid certificate of school bus driver in service training.

Each person's initial employment for a job entailing a safety sensitive function is conditioned upon the district receiving a negative drug test result for that employee. The 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").

Definitions

"Safety sensitive function" includes:

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

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

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

Requirements

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

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

Prohibitions

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

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

Testing for Cause

Drivers involved in an accident in which there is a loss of another person's life shall be tested for alcohol and controlled substances as soon as practicable following the accident. Drivers shall also be tested for alcohol within eight (8) hours and for controlled substances within thirty two (32) hours following an accident for which they receive a citation for a moving traffic violation if the accident involved:

- 1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
- 2) one or more motor vehicles incurs disabling damage as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Refusal to Submit

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

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

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

Consequences for Violations

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

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

Date Adopted: October 14, 2003

Last Revised: June 9, 2015

8.4 —CLASSIFIED EMPLOYEES SICK LEAVE

Definitions

1. "Employee" is an employee of the District working 20 or more hours per week who is not required to have a teaching license as a condition of his employment.
2. "Sick Leave" is absence from work due to illness, whether by the employee or a member of the employee's immediate family, or due to a death in the family. The principal shall determine whether sick leave will be approved on the basis of a death outside the immediate family of the employee.
3. "Current Sick Leave" means those days of sick leave for the current contract year, which leave is granted at the rate of one day of sick leave per month worked, or major part thereof.
4. "Accumulated Sick Leave" is the total of unused sick leave, up to a maximum of ninety (90) days accrued from previous contract, but not used. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.
5. "Immediate family" means an employee's spouse, child, parent, or any other relative provided the other relative lives in the same household as the employee.

Sick Leave

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

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

Pay for sick leave shall be at the employee's daily rate of pay, which is that employee's hourly rate of pay times the number of hours normally worked per day. Absences for illness in excess of the employee's accumulated and current sick leave shall result in a deduction from the employee's pay at the daily rate as defined above.

At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE the District may require a written statement from the employee's physician documenting the employee's illness. Failure to provide such documentation of illness may result in sick leave not being paid, or in discipline up to and including termination.

If the employee's absences are not subject to the FMLA or are in excess of what is protected under the FMLA, excessive absenteeism, to the extent that the employee is not carrying out his/her assigned duties to the degree that the education of students or the efficient operation of a school or the district is substantially adversely affected (at the determination of the principal or Superintendent) may result in termination.

Computation of days of sick leave (classified staff):

A. Sick leave shall accumulate at the rate of one day per month contracted minus the number of days used. (Number of days will be added at the beginning of the contract year.)

B. After the classified employee has used his/her sick leave days the employee will be docked \$25 a day for five days; and beginning on the sixth day it will be a full days pay.

C. Sick leave days become effective on the date the staff is required to report for the beginning of the fall term of schools

D. Classified employees coming into the system during the academic school year will automatically have accumulated sick leave at the rate of one day for each month remaining in their school contract year. The Booneville School District will grant credit up to 90 days of unused sick leave from a classified employee employed from a school district within the state.

E. Upon retirement, as outlined by the teacher retirement system, a classified employee will be paid his/her accumulated unused sick leave at the rate of the \$25 per day.

Sick Leave and Family Medical Leave Act (FMLA) Leave

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

Sick Leave Sharing

Accumulated sick leave by an employee of the Booneville School District shall be made available to a spouse who is also an employee of the district, providing that spouse is also eligible for any level of sick leave benefits, subject to the conditions of this policy.

Transfer of Days

Sick leave days may be transferred from employee to spouse as needed due to illness of the employee, illness of an immediate family member as defined in the sick leave policy, or death of an immediate family member as defined in the sick leave policy. The transfer must be requested through use of the form provided and shall indicate the exact number of days requested to be transferred, along with a statement describing the need for the transfer.

Limitations

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

Sick Leave and Outside Employment

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

Legal References:

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

Date Adopted: October 14, 2003

Last Revised June 9, 2015

8.4S ---- Catastrophic Leave Sharing Policy (CLASP)

This policy is designed to allow personnel to donate sick leave days to staff members who suffer a catastrophic illness or have a spouse or child suffer a catastrophic illness. This is a separate policy from the spouse to spouse policy already in place.

1. Classified personnel may donate only to classified personnel; and certified may only donate to certified.
2. The person requesting leave must have a need of more than 5 days off.
3. The person requesting sick leave days must have expended all of their own days, both accrued and current year, prior to making a request.
4. The person will make a request to the appropriate committee for approval.
 - A. The decisions to grant CLASP will be made by the committee formed solely for the purpose of deciding on CLASP cases, including a representative and administrator from each building.
 - i. Representatives will have a 2 year term limit.
5. If the request is approved, an individual staff member may donate up to three days of sick leave from his/her days to the individual, not to include sick leave days for the current year.

6. A request form will be needed for the request and also for those who wish to donate days.
7. The maximum number of days a person can request at one time is twenty (20).
8. The person needing the days may request in person or in writing (if they cannot attend the meeting.)
9. When a person gives or receives days, they will receive written notice from the bookkeeper.
10. The staff member requesting days in this manner must be in their third year of employment or more within the Booneville School District.
11. If the person requesting days terminates his/her employment with the district, the unused days will be returned to their contributor in an equitable manner if possible. If not, the days will be placed in a pool of sick leave days for future use.
12. The person requesting days must have used their five (5) days of paying for a substitute before CLASP will be granted.
13. To participate in CLASP, the person requesting days must release their name to district staff.

Date adopted: June 12, 2012

Last Revised: July 16, 2013

8.5— CLASSIFIED EMPLOYEES PERSONAL LEAVE

Employees of the district working 20 or more hours per week receive two (2) days of personal leave per contract year. An employee may take personal leave when he must be absent from work for reasons which do not entitle the employee to take sick leave. Personal days will be deducted from accumulated sick days.

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 - 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.

Any employee desiring to take personal leave may do so by making a written request to his 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.

If a classified employee is absent because of personal reasons for more than the two (2) days additional personal day(s) may be requested, and if approved, the rate of \$25 a day or a day's rate, whichever is less, will be deducted from the classified employee's salary.

Personal leave and/or absences by a classified employee above the two days allowed by the district that have not been approved will cause a salary deduction from the staff's salary in the sum equal to 1/nth (where "n" represents number of contract days) of yearly salary for each days absent.

Personal leave does not accumulate from one contract year to the next.

No personal days will be granted immediately before or after a scheduled holiday while school is in session.

Unused personal days will roll over into sick days at the end of the contract year.

Date Adopted: October 14, 2003

Last Revised: June 12, 2012

8.6— CLASSIFIED EMPLOYEES 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 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.

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 District.

Date Adopted: October 14, 2003

Last Revised: June 12, 2012

8.7—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 absence.

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

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

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

Date Adopted: October 14, 2003

Last Revised: June 12, 2012

8.8—JURY DUTY – CLASSIFIED PERSONNEL

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

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

The employee who is required to participate, as a juror shall be counted present for their employment and shall receive full pay per contract day.

If the employee is dismissed from jury duty or not selected as a juror, he/she will need to return to school to their job responsibilities if time permits.

Legal Reference: A.C.A. § 16-31-106

Date Adopted: October 14, 2003

Last Revised:

8.9— CLASSIFIED PERSONNEL OUTSIDE EMPLOYMENT

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

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

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

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

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

Sick Leave and Outside Employment

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

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

Date Adopted: October 14, 2003

Last Revised: June 10, 2014

8.10— CLASSIFIED PERSONNEL EMPLOYMENT

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

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

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

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

Inquiries on non-discrimination may be directed to the superintendent.

For further information on notice of non-discrimination or to file a complaint, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>; for the address and phone number of the office that serves this area, or call 1-800-421-3481.

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

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

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

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

In order for an applicant to receive the veteran preference, the applicant must be a citizen and resident of Arkansas, be substantially equally qualified as other applicants and do all of the following:

1. Indicate on the employment application the category the applicant qualifies for;
2. Attach the following documentation, as applicable, to the employment application:
 - Form DD-214 indicating honorable discharge;
 - A letter dated within the last six months from the applicant's command indicating years of service in the National Guard or Reserve Forces as well as the applicant's current status;
 - Marriage license;
 - Death certificate;
 - Disability letter from the Veteran's Administration (in the case of an applicant with a service-related disability).

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

Legal References:

A.C.A. § 6-17-414
A.C.A. § 21-3-302
A.C.A. § 21-3-303
A.C.A. § 25-19-101 et seq.
28 C.F.R. § 35.106
34 C.F.R. §100.6
34 C.F.R. §104.8

Date Adopted: October 14, 2003
Last Revised: June 14, 2016

8.11— CLASSIFIED PERSONNEL REIMBURSEMENT OF TRAVEL EXPENSES

The requirements of this policy shall govern reimbursement for expenses related to travel and/or attendance at conferences and professional development activities incurred by district employees and/or members of the Board of Directors on behalf of the district. Employees are only eligible for reimbursement for travel expenses which have been approved in advance. Original receipts must accompany all requests for reimbursement to the extent that such receipts are customarily available. For a receipt to be valid it should contain the name of the issuing company, the date, and the amount. No cash advances shall be made for travel. Mileage, lodging, and meal expenses will not be reimbursed when incurred for the personal convenience of the employee and not required by the reason for the travel. Reimbursement for travel shall be for the lesser of the cost between travel by air or by car with some consideration allowed for length of time of the method of travel.

To the extent practicable, employees shall have the district pay initial conference and professional development registration fees and associated necessary materials. In the occasional circumstances where this is not practical, the district shall reimburse the employee for such fees if they were authorized in advance and are supported with proper receipts.

The district will not reimburse expenses of any non-school board member or non-employee who accompanies the school board member or employee during his/her school related travel.

Reimbursable Expenses

Mileage that is driven for a district sanctioned purpose in an employee's personal vehicle shall be reimbursed provided appropriate documentation is submitted establishing the date and time, place and purpose of the travel. Mileage shall be reimbursed at the current rate authorized by the state/IRS and shall be based on the shortest, most reasonable route available.

Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel. For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures. Meals shall be reimbursed for the actual expense to the extent that they are up to \$40 per day in state and \$50 per day out of state. Except as otherwise specified by this policy, meals are only reimburseable in conjunction with travel requiring an overnight stay.

Meal expenses incurred by the superintendent or other administrators as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the district.

Tips paid by a school employee for meals associated with travel as defined in this policy are reimbursable for up to 15% of the cost of the meal provided the employee submits a receipt for the meal as part of an "accountable plan" for reimbursement.⁴ Tips are not allowed if an employee is reimbursed using a "per diem" plan.

Travel necessitating overnight lodging shall be reimbursed to the extent that it is reasonable based on the circumstances of the expenditure. Proper documentation establishing the date and time, place and purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.

Expenses Not Covered

The district shall not reimburse the following items/categories of expenses:

- *Alcoholic beverages
- *Entertainment expenses – including sports or sporting events, pay per view or game expenses at motels
- *Replacement due to loss or theft
- *Discretionary expenses for items such as clothing or gifts
- *Medical expenses incurred while on route to or from or at the destination of the reason for the travel
- *Optional or supplementary insurance obtained by the employee for the period covered during the travel

Credit Cards

Only those employees specifically issued credit cards to be used in the performance of their jobs to purchase goods, services or supplies on behalf of the district shall be allowed to use such cards. Employees who incur reimbursable expenses as defined in this policy are expected to pay for them initially by any means they choose and then submit their request for reimbursement. The district assumes no responsibility for the payment of any personal credit card charges incurred by a district employee.

Airport Associated Expenses

Receipts for airport associated expenses are required for reimbursement. All airline flights shall be by coach/economy class. Upon arrival at their destination, employees are expected to take the less expensive option between a taxi and an airport shuttle to his/her hotel or meeting site. When circumstances dictate that a rental car is necessary and/or the most economical approach to the travel requirements, the least expensive car that will accomplish the job should be rented. The district shall not reimburse for any kind of rental car supplemental insurance.

Date Adopted: June 11, 2002

Last Revised: June 10, 2014

8.12—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.

Date Adopted:

Last Revised: July 16, 2013

8.13—DRESS OF CLASSIFIED EMPLOYEES

In order to establish high standards for Booneville Public Schools, it is important to maintain neatness, cleanliness and decency in the dress of the personnel. Therefore, all personnel shall ensure that their dress and appearance are professional and, appropriate to their positions.

All personnel are prohibited from wearing, while on school grounds during the school day and at school-sponsored events, clothing that exposes underwear, buttocks, and chests including cleavage. All attire should be within 4 inches of the knee.

During the regular school year, school personnel will not wear shorts unless they are a coach or PE instructor. Coaches/PE instructors will cover shorts with wind pants or warm ups when shorts are worn any place other than the court, field or any playground.

Date Adopted: June 11, 2002

Last Revised: July 2013

8.14— 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:

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

Date Adopted: October 14, 2003

Last Revised:

8.15—CLASSIFIED PERSONNEL DEBTS

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

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

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

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

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

Date Adopted:

Last Revised: July 16, 2013

8.16— CLASSIFIED PERSONNEL GRIEVANCES

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

Definitions

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

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.

Day: a calendar day, unless otherwise specified.

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

Process

Level One: An employee who believes that he/she has a grievance shall inform that employee's immediate supervisor that the employee has a potential grievance and discuss the matter with the supervisor within five working days of the occurrence 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 their conference. (The five-day requirement does not apply to grievances

concerning back pay.) If the grievance is not advanced to Level Two within five days following the conference, the matter will be considered resolved and the employee shall have no further right with respect to said grievance.

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

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

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

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 Education 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 board president, with a copy sent to the superintendent. If the grievance is not appealed to the Board of Directors within five 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 school board will address the grievance at the next regular meeting of the school board, unless the employee agrees in writing to an alternate date for the hearing. After reviewing the Level Two Grievance Form and the superintendent's reply, the board will decide if the grievance, on its face, is grievable under district policy. If the Board rules the grievance to be grievable, they shall immediately commence a hearing on the grievance. All parties have the right to representation by a person of their own choosing who is not a member of the employee's immediate family at the appeal hearing before the Board of Directors. The employee shall have no less than 90 minutes, unless a shorter period is agreed to by the employee, to present his/her grievance and both parties shall have the opportunity to present and question witnesses. The hearing shall be open to the public unless the employee requests a private hearing. If the

hearing is open, 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. A decision on the grievance shall be announced no later than the next regular board meeting.

Records

Records related to grievances will be filed separately and will not be kept in, or made part of, the personnel file of any employee.

Reprisals

No reprisals of any kind will be taken or tolerated against any employee because he/she has filed or advanced a grievance under this policy.

Legal Reference: ACA § 6-17-208

Date Adopted: October 14, 2003

Last Revised: June 12, 2007

8.16A—LEVEL TWO GRIEVANCE FORM - CLASSIFIED

Name: _____

Date submitted to supervisor: _____

Classified Personnel Policy grievance is based upon:

Grievance (be specific): _____

What would resolve your grievance?

Supervisor's Response:

Date submitted to recipient: _____

Date Adopted: October 14, 2003

Last Revised:

8.17— CLASSIFIED PERSONNEL SEXUAL HARASSMENT

The Booneville 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:

- Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
- 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
- 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.

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

Date Adopted: October 14, 2003
Last Revised: June 14, 2011

8.18— 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.

Extra-Curricular Duties:

1. Extra-Curricular duties are considered a normal part of classified staff's work.
It will be necessary for all staff to share them.
2. The principal of each school shall have the responsibility of assigning such duties.

Date Adopted: October 14, 2003
Last Revised:

8.19— CLASSIFIED PERSONNEL COMPUTER USE POLICY

The Booneville 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.

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

computer not designated for student use. 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.

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

Date Adopted: October 14, 2003

Last Revised:

8.19A— CLASSIFIED PERSONNEL INTERNET USE AGREEMENT

Name (Please Print): _____

School: _____ Date: _____

The Booneville 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 to and including termination.
4. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
 - using the Internet for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - posting anonymous messages on the system;
 - using encryption software;
 - wasteful use of limited resources provided by the school including paper;
 - causing congestion of the network through lengthy downloads of files;
 - vandalizing data of another user;

- obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- gaining or attempting to gain unauthorized access to resources or files;
- identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- using the network for financial or commercial gain without district permission;
- theft or vandalism of data, equipment, or intellectual property;
- invading the privacy of individuals;
- using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- introducing a virus to, or otherwise improperly tampering with, the system;
- degrading or disrupting equipment or system performance;
- creating a web page or associating a web page with the school or school district without proper authorization;
- attempting to gain access or gaining access to student records, grades, or files of students not under their jurisdiction;
- providing access to the District's Internet Access to unauthorized individuals; or
- 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;
- making unauthorized copies of computer software.
- 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.

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

Employee's Signature: _____ Date: _____

Date Adopted: October 14, 2003

Last Revised:

8.20—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE

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

SECTION ONE – FMLA LEAVE GENERALLY

Definitions:

Eligible Employee: is an employee who has:

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

FMLA: Family and Medical Leave Act

“Health Care Provider” means:

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

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

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

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

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

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

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

"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 and Medical Leave Act of 1993, as amended, shall govern.

Leave Eligibility

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

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.

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

Concurrent Leave Under the FMLA

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

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

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

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