



2019-2020

Classified Handbook



Educating every child...every day!

Philosophy of the Russellville School District

The Russellville School District believes that the primary purpose of the school is to serve the community in providing children with the best education possible. Russellville School District will educate, equip, and empower all students to be productive, contributing members of their school, their community, and their world, by preparing students to be college and career ready.

VISION OF THE RUSSELLVILLE SCHOOL DISTRICT:

Russellville School District will be known as the school of choice for all families within our region. This district will provide a rigorous and responsible educational system, which will prepare each student to reach his or her individual potential. From Pre- Kindergarten through Grade 12, Russellville School District will develop the Whole Child by providing holistic learning that incorporates personal health, individual responsibility, social and ethical foundations, and “real-world” problem-solving. Through the effective integration of technology, Russellville School District will bridge the global community with the classroom to create a new and natural learning environment. This educational approach will enable students to be prepared for jobs of the future within a multilingual, innovative world. In addition to learning activities within the classroom, Russellville School District will provide parents and families with in-school and after-school support to ensure they are equipped to actively participate in the educational reinforcement of their children. Russellville School District will be effective in educating, equipping, and empowering each and every child to achieve his or her desired lifelong learning goals.

Every effort should be made to develop and administer the school in the most efficient manner possible, and, specifically, to provide the necessary facilities, equipment, curriculum, and staff to meet the various needs of all pupils enrolled.

An atmosphere conducive to learning should exist within the schools. A healthy and proper relationship must exist between pupils, parents, faculty and staff, administration, Board of Education, and community in an atmosphere both cordial and cooperative with mutual respect.

It is the intent of the school to develop the areas of mental health, physical well-being, social attributes, creativity, and an appreciation of aesthetic values. In addition, we believe the school should recognize the responsibility for developing and strengthening high moral values through both precept and example in cooperation with the state and community.

The Core Beliefs of Russellville School District are:

- ❖ We believe Russellville Schools (RSD) are and should continue to be highly regarded.
- ❖ We believe all kids from Pre-K to 12th grade are well prepared to learn and succeed.
- ❖ We believe in developing the Whole Child, providing holistic learning that incorporates personal health, individual responsibility, social and ethical foundations, and “real-world” learning.
- ❖ We believe RSD students should be problem solvers who are prepared for the jobs of the future.
- ❖ We believe in integrating community and classroom into a new and natural learning environment.
- ❖ We believe that RSD schools should be on the cutting edge—effectively incorporating the best

technologies.

- ❖ We believe in providing great support for parents and families with in-school and after-school options to actively participate in the school.
- ❖ We believe in equipping RSD employees for success with individualized support, professional development, and competitive salaries.
- ❖ We believe RSD should address the needs of all students whether they are going to work, pursuing a trade, or going to college.
- ❖ We believe that RSD should prepare students to serve a multi-lingual world.
- ❖ We believe RSD should have the best-developed, district-wide curriculum with resources, activities, and assessments to meet individual student's learning needs.
- ❖ We believe that RSD teachers are equipped to teach 21st Century skills and are given a level of support and professional development to do their jobs.
- ❖ We believe and care for the students we serve by providing high quality learning, counseling, guidance, and nutrition.
- ❖ We believe that students should have the best educational opportunities available to them through a wide variety of learning experiences that inspire their interests and ambitions.
- ❖ We believe RSD exposes students to one of the most challenging, wide-ranging curricula in the state, prepares them to be competitive on the global stage, and allows them to participate in a diverse co-curricular and extra-curricular program.

GOALS OF RUSSELLVILLE SCHOOL DISTRICT

1. RSD will be the "School of Choice" in our region for parents, students, and employees.
2. RSD will increase partnerships that create a unified community that values and supports education.
3. At RSD all students will achieve a level of preparedness and readiness to reach their individual potential so that businesses and universities seek out RSD students.

RSD will seek to instill within each student an appreciation and understanding of the diverse cultural background of our country and the rest of the world, developing a respect for the rights and property of others, including those who think and act differently.

It is our conviction that, to meet the challenge of our time in providing excellence in education, we must secure teachers both qualified and dedicated; provide an adequate curriculum; provide adequate physical plants, equipment, and materials; and utilize the most efficient approaches and methods available in the teaching and learning process, emphasizing individualized instruction whenever appropriate.

STUDENT SUPPORTS PROVIDED BY THE RUSSELLVILLE SCHOOL DISTRICT

1. Help each student acquire knowledge and apply this information in maintaining mental, physical, and emotional health, self-discipline, and positive attitudes.
- II. Help students master the fundamental skills of communication (reading, writing, listening, and speaking) and the skills necessary to understand and solve numerical problems.

- III. Help students develop skills to enable them to function effectively in dealing with life problem-solving situations. (Specific to this objective will be the development of critical thinking, decision-making, and scientific method skills to facilitate independent life-long learning.)
- IV. Help students develop specific skills in economic education, business education, and vocational education for a more useful and productive life.
- V. Provide students with career information with emphasis on the respect for the dignity of work.
- VI. Provide opportunities to utilize one's energy and leisure time to develop a variety of wholesome recreational habits.
- VII. Help the students develop cooperative attitudes, leadership qualities, and willingness to assume responsibilities.
- VIII. Provide each student with opportunities for experience in acquiring good manners and acceptable moral values.
- IX. Help students to acquire respect for our American heritage, respect for offices of responsibility, an appreciation for our democratic processes, and a desire for participation in our government.
- X. Provide experiences wherein the students develop appreciation for human values, develop respect for the belief of others, and learn to cooperate for the best interests of all.
- XI. Provide opportunities for students to discover their interests and abilities to develop positive and realistic self-concepts.
- XII. Provide opportunities for pupils to discover and create in the fields of art, drama, music, and literature and to provide a cultural background necessary to understand and appreciate them.

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8.0 Classified Personnel Policies Committee

8.0 Classified Personnel Policies Committee

Effective: 7/1/2016

Establishment

It is the policy of the Russellville School District to have a Classified Personnel Policies Committee (CPPC) and a set of written personnel policies which address the terms and conditions of employment of classified personnel, including the classified staff salary schedule. [Act 1780 of 2003] A classified employee is a school employee who is not required to hold a teaching license. All relevant personnel policies shall be a part of each classified employee's contract. It shall be the responsibility of the CPPC to review the classified personnel policies and make recommendations for policy additions, amendments, and/or deletions.

Committee Structure

Membership:

Each classification group identified in the classified salary schedule shall be represented on the CPPC by one non-supervisory representative for each fifty staff members in the group or any fraction thereof (as indicated below): Clerk Typists/Secretarial (2 representatives), Custodians (2 representatives), Maintenance (1 representative), Nurses (1 representative), Paraprofessionals (3 representatives), Technology (1 representative), Transportation (1 representative). The classified representatives shall be elected by the classified staff. Three administrator representatives appointed by the Superintendent will serve on the committee.

Classified Staff Representatives

1. Election – CPPC elections shall be held no later than the end of the first full week in October each contract year. The staff in each classification category, listed in Section A above, shall select representative(s) from their respective groups to be placed on a ballot to be voted on by all classified personnel in the District. It is the responsibility of the Superintendent to see that such elections are held, but the elections shall be conducted by the classified personnel.
2. Tenure and Rotation – The following distribution of initial terms of classified staff representatives establishes a rotation of committee personnel:

One year terms – 1 paraprofessional representative, 1 nurse representative, 1 secretarial/clerical representative, 1 custodial representative;

Two year terms – 1 paraprofessional representative, 1 technology representative, 1 secretarial/clerical representative, 1 custodial representative;

Three year terms – 1 maintenance representative, 1 transportation representative, 1 paraprofessional.

Following the expiration of the initial terms, all succeeding elections are for three year terms.

3. Replacement – If a vacancy occurs in a classified representative position during a term of service, the classification group involved will elect a representative to serve the remainder of the unexpired term, subject to the approval of all of the classified staff in the District.
4. Alternates – Alternate classified staff representatives will be chosen from each classification group for each representative position at the same time the regular representatives are chosen, using the same

selection process. An elected alternate representative may serve in the place of the regular representative if the regular representative should be temporarily unable to attend meetings or perform the other CPPC membership duties. In such a situation, the alternate representative shall function with all rights and responsibilities as the regular representatives, including participation in discussion and voting privileges.

Organization and Procedure

Organization – An annual organizational meeting of the CPPC will be held no later than the second week of October of each year for the purpose of seating new representatives, electing officers, and setting a meeting schedule for the year. It is the responsibility of the superintendent to see that the meeting is held.

1. Officers – The membership of the committee will elect a chairperson and a secretary who will serve one-year terms.
 - a. Chairperson – The chairperson will preside at all meetings. He/She may call meetings in addition to scheduled meetings when he/she deems necessary. He/She shall transmit recommendations from the CPPC to the Superintendent for consideration by the Board.
 - b. Secretary – The secretary shall check attendance of committee members at meetings and keep an accurate record of all actions of the committee. He/She shall transmit a copy of the minutes of each meeting to committee representatives in a timely manner. The secretary shall be responsible for notifying members of meetings according to the established calendar as well as called meetings.
2. Meetings – The membership of the CPPC shall establish a schedule which includes date(s), time(s), and place(s) of regular meetings.
3. Reporting – The committee representatives are responsible for posting the minutes in the various administrative units and sharing the information in the minutes with their constituent groups.

Procedure – Meetings shall generally be conducted according to the guidelines of *Robert's Rules of Order*.

1. Action – All CPPC decisions will be enacted by stated motions that are properly seconded and receive a majority vote of the members present.
2. Quorum – A quorum shall consist of a minimum of one-half of the elected classified staff representatives (six) and at least two administrative representatives.
3. Voting – Each duly elected or appointed committee member (or duly elected or appointed alternate member replacing a regular member) has one vote. A member must be present to vote.
4. Attendance and Discussion – Attendance at meetings will be open to all interested parties. Discussion will be conducted among the elected and appointed members of the committee. Others in attendance will not participate in discussion except as follows.
 - a. The Superintendent may attend committee meetings and represent his and/or the Board's position on issues during committee discussion.
 - b. Other persons attending may request to be allowed to speak on issues being discussed by the committee and may be permitted to speak by consensus of the committee.
 - c. The committee may invite persons to attend committee meetings and share information on various issues.

Policy Proposals and Approval – Either the CPPC or the School Board may propose new personnel policies or amendments to existing policies.

1. CPPC Proposals – The CPPC may submit proposed policy additions and/or changes at any regular Board Meeting. The School Board shall have the authority to adopt, reject, or refer back to the CPPC for further study and revision any proposed policies and/or changes that are submitted to the Board for consideration. Final action by the Board on a CPPC proposal shall be taken no later than the next regular Board Meeting.
2. Board Proposals – The Board may propose policy additions and/or changes to the CPPC for study. Final action by the Board on such proposed classified policy additions and/or changes shall be taken no earlier than ten (10) working days after submitting the proposal(s) to the CPPC.
3. Any amendments or additions to personnel policies adopted during the term of a contract year shall become effective on the following July 1—the beginning of the next contract year. However, new policies or amendments may take place immediately with mutual consent.

Dissemination

All School Board Policies, including personnel policies, are posted on the District website. All classified supervisors or administrators are responsible for assuring that the classified employees under their supervision have access to relevant personnel policies [all policies in section 8]. All new policies and/or any policy changes shall be posted on the website within thirty (30) days after final Board approval.



8.1 Classified Personnel Salary Schedule

8.1 Classified Personnel Salary Schedule

Effective: 7/1/2019

<https://5il.co/8myn>

8.1.1R Salary of Classified Personnel

Effective: 7/1/2008

Effective July 1, 2006 the Assistant Superintendent shall be responsible for determining salary compensation for Classified Personnel using the salary table(s) based upon the Johanson study.

Advancement on the salary schedule(s) is determined by salary increases and not by years of experience. Steps are shown within the schedule to denote salary placement for the current year and should not be considered as a gauge for a salary increase the next year.

- I. The salary schedule includes descriptions for Classified Personnel. The salary for each individual can be located on the salary schedule under the person's job description.
- II. Advancement within the salary schedule will be based on available funding approved by the Board of Education.

8.1.1.1R Classified Positions/Time Requirements

Effective: 7/1/2008

<u>Job Title</u>	<u>Hours Per Day</u>	<u>Days Per Year</u>
Administrative Assistant	7.5	248
Aide	7	180
Asst. Transp. Supervisor	8 (variable)	190
BMAS	8	248

Bookkeeper I	7.5	248
Bookkeeper II	7.5	248
Bus Driver	(By Route)	178
Cafeteria Manager I	7	187
Cafeteria Manager II	7.5	187
Cafeteria Manager III	8	187
Cafeteria Worker I	4	180
Cafeteria Worker II	5.5	184
Cafeteria Worker III	6	184
Clerk Typist	7	195
Custodian I	8	190
Custodian II	8	220
Custodian (Lead)	8	248
Custodian Supervisor	8	248
DIR I S	8	248
Interpreter	7	180
IS Manager	8	248
Maintenance (I,II,III)	8	248
Maintenance Foreman	8	248
Maintenance Supervisor	8	248
Mechanic (I,II)	8	248
Mechanic (Lead)	8	248
Medicaid Clerk	7	240
Nurse	7.5	185
Receptionist	7.5	248
School Security Officer	8	220
Secretary I	7	215
Secretary I-A	7	240
Secretary I-B	7.5	220
Secretary II	7	240
Secretary II-A	7.5	248
Secretary III	7.5	248
Secretary IV	7.5	248
Technology Technician	8	248
Vocational Aide	7	180

8.1.2R Bus Driver Salary Schedule

Effective: 7/1/2019

[8.1.2R](#)

8.1.3R Nurse Salary Schedule

Effective: 7/1/2019

[8.1.3R](#)

8.1.4R Spanish Language Translator and Liaison

Effective: 7/1/2019

[8.1.4R](#)

8.1.5R Classified Personnel Extra Assignments

Effective: 7/1/2012

8.1.5R

8.1.2 Job Descriptions

8.1.2.1R Bus Driver

Effective: 7/1/2011

Salaries are determined by the time on the bus per day on a regular bus route. The time of each route will be evaluated each school year. The salaries will be paid in a minimum of ten (10) pay periods. The Assistant Superintendent shall be responsible for determining salary compensation for bus drivers using the salary table(s) included with this policy. Since the district does not allow paid sick leave for drivers, any driver who does not miss a route or shuttle during any monthly pay period will receive an additional \$25.00 for that pay period. The driver for extra-curricular trips shall be at the rate of \$12.00 per hour while away from the school. (A minimum of one and one-half hours (\$18.00) shall be paid.) Up to eight hours per day (sleeping time) shall not be paid for overnight trips. An allowance of \$10.00 per meal will be permitted for drivers while on an extracurricular trip. Meal allowance will be paid if a driver is on a trip during any of the following hours (Note: The full hour must be worked in order for the meal to be paid.): 7 a.m. to 8 a.m., 12 p.m. to 1 p.m., and 5 p.m. to 6 p.m. Drivers must supply a receipt for all meals. Coaches and other certified personnel who drive for extra-curricular events and have teaching responsibilities during the event cannot be paid for driver time plus teaching duty. These individuals will be paid for extra-curricular bus driving during driving time only.

8.1.2.1.1R Student Transportation Safety – Bus Drivers

Effective: 10/18/1999

It shall be the policy of the Board of Directors that no person physically defective or of unsound mind, known to be habitual drunkard or of immoral habits, or who has been convicted within the past three (3) years of operating a motor vehicle in a reckless manner or while under the influence of intoxicating liquor or narcotic drugs, who has a general reputation of being a fast and reckless operator of motor vehicles without regard to the rights of others, or who is less than nineteen (19) years of age on June 30 following his or her last birthday shall be permitted or employed to act as chauffeur or operator of any school bus, either privately or publicly owned, operated by public school districts and used to transport pupils to and from the public schools in the State of Arkansas.

8.1.2.2R Nurse

Effective: 7/1/2016

SUMMARY

The school nurse is a registered professional nurse licensed in the state of Arkansas who works in the school setting to strengthen and facilitate the educational process through direct services to students in the area of health care and medication management. The school nurse serves to advance the well-being and academic success of students through health promotion and direct intervention and case management with potential and existing health issues.

QUALIFICATIONS

Active License as a Registered or Practical Nurse in the state of Arkansas
RN or BSN level preferred

EXPERIENCE

A minimum of two years of licensed nursing experience is preferred.

CERTIFICATES, REGISTRATIONS

Current certification in Basic Life Support (BLS) for Health Care Providers (Cardiopulmonary Resuscitation [CPR] and Automated External Defibrillator [AED]) Current certification as a BLS Instructor

Current certification in Arkansas Vision, Hearing, Body Mass Index and Scoliosis screenings

MAJOR RESPONSIBILITIES AND KEY DUTIES (Other duties as assigned)**Provide health assessments and related records maintenance:**

- Maintain all nurse office records related to student records and plans, and medication administration/disposal records in a timely manner.
- Maintain health and developmental history from parent/guardian for each assigned student.
- Observe/ screen students per current Arkansas regulations; evaluates findings; initiate referrals or referral recommendations as appropriate.
- Assist with physical and/or other health related examinations when conducted in the school.

Maintain office records, supply and equipment inventory, and nurse office professional appearance

- Report supply needs and equipment maintenance and other needs as per district procedures
- Maintain standard office set up to meet current professional standards and regulations, for ease of coverage and location of records in emergencies.
- Maintain attention to detail in all aspects of job performance.

Maintain knowledge of applicable federal, state, and local laws, regulations and policies regarding duties.

(including/not limited to: Arkansas Nurse Practice Act, Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, FERPA, HIPAA, AR Mandated Reporter Act, RSD Policy and Nurse Protocols and Procedures, AR Act 1220, and others as applicable)

Develop and/or implement health care plans for identified individual students

- Obtain information for students requiring Individual Health Care Plans from physician and/or other health care professionals to assist in development of plans; work collaboratively with applicable school staff to monitor implementation of plans.
- Make recommendations to family and health care providers regarding the implementation of appropriate care plans per nursing judgment
- Conduct or participate in required meetings regarding chronic and/or acute health care needs of students.
- Serve as liaison between school personnel, family, health care professionals and the community.
- Assist in education of students, parents, and student nurses in chronic or acute health situations occurring in the school setting.
- Participate in policy development and implementation regarding school nurse program and district health management and intervention.
- Perform duties of liaison for private duty nurses in the school setting in collaboration with designated administrative staff.

Provide direct care and intervention as indicated for students and staff

- Provide emergency management for injuries and illnesses of students and staff during school hours.
- Make appropriate referrals or recommendations for referrals for follow up care per nursing judgment.
- Administer medication for designated students per school district policy and Arkansas Nurse Practice Act.
- Provide routine prescribed intervention for mild disorders and illnesses for students during the school day.
- Is physically able to perform direct care for students: moderate lifting, bending, and rapid movement is required.
- Provide assessment and treatment within the scope of practice of professional nursing
- Follow Arkansas Nurse Practice Act in provision of care.

Provide Instruction and Education to School Staff

- Provide instruction in Cardiopulmonary Resuscitation, first aid, medication administration, special needs care emergency response, and student personal care to designated school staff /unlicensed assistive personnel.
- Assist building principals and other administrators in developing plans for designation and training of unlicensed assistive personnel for designated students per Arkansas Nurse Practice Act.
- Provide instruction in maintenance of records for designated staff and supervises the implementation of applicable tasks.
- Provide education to school staff as appropriate regarding chronic or acute health care situations occurring in the school setting.

Communicate

- Communicate routinely with parents, school principals and designees, teachers, health care providers, and supervisor in a professional manner.
- Maintain confidentiality under Health Insurance Portability and Accountability Act (HIPPA), Family Educational Rights and Privacy Act (FERPA), and other applicable federal, state, and local laws, policies, and regulations.
- Follow school district protocol for obtaining assistance with communication with individuals and families whose primary language is not English.
- Collaborate and communicate with other nurses in the RSD Nurse Program to maximize and standardize program services across the school district.
- Communicate regularly and promptly with direct supervisor regarding policy, program and district procedures, and all personnel needs.

SUPERVISORY RESPONSIBILITIES

Nurses supervise designated school staff in the implementation of student care as appropriate. Nurses have supervisory responsibility for students or groups of students in their care.

RN level nurses may supervise LPN level nurses in implementation of Individual Health Care Plans and other student care protocols

OTHER DUTIES

Nurses perform other duties as assigned.

WORK ENVIRONMENT

School nurses are assigned at the district level and may be moved as determined necessary.

RN and BSN School Nurses are FLSA Exempt (Professional) LPN School Nurses are FLSA Exempt

School Nurse reports to School Nurse Coordinator and Building Principal

8.1.2.2.1R Nurse – Salary Description

Effective: 7/1/2016

Salaries for nurses in the Russellville School District will be derived using the current adopted licensed/certified staff pay schedule. The following relationships exist:

- I. A nurse who holds an Arkansas Licensed Practical Nurse license based upon a one year nursing program will have a salary computed on the basis of 70% of the corresponding Bachelor's degree index amount.
- II. A nurse who holds an Arkansas Registered Nurse license based upon an Associate Degree nursing program (AD) will have a salary computed on the basis of 90% of the corresponding Bachelor's degree index amount.
- III. A nurse who holds an Arkansas Registered Nurse license based upon a Bachelor of Nursing program (BSN) will have a salary computed at the full rate (100%) of the corresponding Bachelor's degree index amount.
- IV. A nurse who holds an Arkansas Registered Nurse license based upon a Bachelor of Nursing program (BSN) plus an additional 12 college hours will have a salary computed at the full rate (100%) of the corresponding Bachelor's degree plus 12 index.
- V. A nurse who holds an Arkansas Registered Nurse license based upon a Bachelor of Nursing program (BSN) plus an additional 24 college hours will have a salary computed at the full rate (100%) of the corresponding Bachelor's degree plus 24 index.
- VI. A nurse who holds an Arkansas Registered Nurse license based upon a Bachelor of Nursing program (BSN) plus a Master's Degree will have a salary computed at the full rate (100%) of the corresponding Master's degree index amount.

To qualify for salary schedule credit, additional college hours or degree must be in nursing courses.

Nurses will receive experiential credit for prior nursing service performed outside the Russellville School District system in the same manner that teachers receive outside credit as defined by the current Personnel Policy, for school district service only.

Nurses' base salary is computed based upon 190 work days beginning July 1 annually. Work days are to be designated and assigned by direct supervisor. Usual work hours are 7:45 am – 3:45 pm or as assigned.

Registered Nurses (RNs and BSNs) are exempt from Fair Labor Standards Act (FLSA) under the professional Exemption.

Licensed Practical Nurses (LPNs) are exempt from FLSA.

Nurses will complete the same number of professional development hours as are required of teachers as defined by current Personnel Policy, including technology education and parental involvement, with remaining hours directly related to skills required in nursing and school nursing.

8.1.2.3R Secretary – The Center For The Arts

Effective: 10/16/2012

- I. Primary Function

- A. The position of Secretary/Assistant is to provide administrative and clerical support to the management of The Center for the Arts.

II. Qualifications

- A. Education – Associates degree or equivalent preferred but not required.
- B. Experience – Minimum of four years secretarial or administrative experience.
- C. Licenses and Certificates – Class C driver’s license.
- D. Responsibility – Provide superior management assistance and customer service for Center.
- E. Knowledge, Skills and Abilities: (Knowledge of office systems including, but not limited to)
 - 1. Filing, record keeping, database management, publications, etc.
 - 2. Proficiency in Microsoft Word, Excel, PowerPoint and Publisher.
 - 3. Ability to learn additional software applications including databases, publishing and accounting.
 - 4. Knowledge of public relations and community organizations; event planning; budgeting and financial transactions; policy and procedures; meeting preparation; general office functions.
 - 5. Ability to coordinate calendar of events; select and train volunteers; communicate clearly and concisely, both orally and in writing; compose, prepare and review a variety of reports and correspondence; schedule meetings and make travel arrangements.
 - 6. Knowledge of performing and visual arts.
 - 7. Ability to communicate in a courteous and professional manner.
 - 8. Flexibility in schedule is required and must be available for extended hours which may include nights/weekends.
- F. Physical Requirements/Work Environment:
 - 1. The following physical demands may be required to perform the job’s functions:
 - a. Lifting and/or carrying objects up to 40 lbs. (on occasion)
 - b. Pushing and/or pulling objects over 100 lbs.
 - c. Walking and sitting for extended periods of time.
 - d. Work out of doors in all weather conditions and in confined spaces. (on occasion)
 - 2. Must maintain effective audio/visual perception for:
 - a. Making observations;
 - b. Reading and writing;
 - c. Operating equipment and machinery; and
 - d. Communicating with others.

III. Major Responsibilities and Key Duties

- A. Responsible for opening and closing management office daily.
- B. Performs office duties such as: answering telephones, receiving visitors, distributing correspondence, maintaining office equipment including inventory and supplies.
- C. Composes and types routine correspondence.
- D. Files correspondence, reports and records; maintains and updates Center records; maintains database including donor and patrons.
- E. Maintains and updates facility calendar.
- F. Distributes and receives facility rental contracts.
- G. Works with management to review contracts for accuracy and determine renter equipment, box office and labor needs.
- H. Maintains contract files and season event information.
- I. Prepares reports, minutes and agendas for meetings.
- J. Processes check requests, purchase orders and outgoing mail.

- K. Manages ticket sales and box office. Processes ticket payments and deposits in accordance with financial controls policy.
- L. Works with manager to maintain facility budget.
- M. Manages lost and found.
- N. Schedules set up, take down and any food requests for scheduled meetings.
- O. Assists manager with event planning and publicity for facility.
- P. Assists manager with Board of Director meetings and Board committee meetings.
- Q. Provides back up to management by providing information, fielding calls, assisting patrons and giving tours of facility.
- R. Provides front of house management during concerts/events requiring Center staff attendance.
- S. Coordinates volunteers for shows such as ushers, ticket takers, concessions, etc.
- T. Coordinates training for each of the volunteer positions.
- U. Assists manager with season preparation including booking shows, designing and scheduling publicity and completing show requirements.
- V. Assists manager with education programs, workshops, and community events and meetings.
- W. Assists management with providing Center's audience members and clients with superior customer service.
- X. Other related duties, as assigned, for the purpose of ensuring an efficient and effective work environment

8.1.2.4R Homeless Liaison/Human Service Worker

Effective: 10/16/2012

I. Primary Function

The primary function of the Homeless Liaison/Human Service Worker (HL/HSW) is to assist the Director of Special Services with the identification and support of students identified as homeless and/or students in need of outside services available in the community or school that will enable them to access their education. The HL/HSW will work closely with the Director of Special Services to ensure the district is in compliance with the McKinney-Vento Education for Homeless Children and Youth.

II. Qualifications

The Homeless Liaison/Human Service Worker shall hold a bachelor's degree.

III. Major Responsibilities and Key Duties

The Homeless Liaison duties shall include:

1. Following the guidelines in accordance with the McKinney-Vento Act.
2. Identifying homeless children and youth and their families and provide services by:
 - a) Working with building secretaries, counselors, and teachers to complete necessary paperwork for proper identification.
 - b) Determining the best interest of the child or youth, to the extent feasible keep child or youth in the school of origin, unless it is against the wishes of the parent/guardian.
 - c) Expediting enrollment of homeless children or youth even if the child lacks records normally required for enrollment.
 - d) Ensuring the expedition of educational programs for which child/youth meets the eligibility criteria, such as Title I, English proficiency, special education, gifted and talented, etc.
 - e) Notifying child nutrition upon identification of homeless students.
 - f) Providing a copy of *The Guide to Their Rights* to the family.
 - g) Ensuring that transportation is provided, at the request of the parent or guardian or unaccompanied youth to and from the school of origin.

- h) Ensuring information on each homeless child and youth is entered immediately in the state mandated student data base.
 - i) Providing training to each building staff on the proper identification of homeless children and youth
 - j) Assisting in after school tutoring programs.
3. The Human Service Worker shall provide the following services to all students within the district:
- a) Serve as the District's liaison between home and school
 - b) Visit the home upon request of administrators, nurses, and counselors
 - c) Refer children and families to community agencies as appropriate (i.e. Help Network, Department of Human Service (DHS), Workforce, Juvenile Probation Office, and Counseling)
 - d) Assist families with filling out the appropriate paperwork for services
 - e) Assist with intervention in attendance and other behavioral barriers to school success as requested
 - f) Provide transportation to parents (not students) for appointments on occasion; assist with locating transportation services
 - g) Assist in cultivating parent involvement in education
 - h) Process grant applications related to services as requested
 - i) Help teachers, staff, administrators, nurses and counselors obtain information from parents when requested
 - j) Assist Counseling Associates in Child and Adolescent Service System Program (CASSP) to provide students, families, and administrators with information on community resources
 - k) Assist Department of Children and Family Services (DCFS) as appropriate
 - l) Assist in providing services which are family-centered
 - m) Assist in reporting suspected child abuse and neglect to the Department of Human Services as required (through training and support of staff, coaching, etc.)
 - n) Maintain adequate paperwork to document and report service provision, mileage utilized, and referrals
 - o) Maintain control of equipment related to services provision
 - p) Maintain a log of cell phone calls received and sent to reconcile monthly phone bills

Perform other duties as assigned by the Director of Special Services.

8.1.2.5R Communications Coordinator

Effective: 7/1/2013

The Communications Coordinator will provide leadership and supervision for public relations initiatives in the Office of the Superintendent and in support of district schools and programs. The Communications Coordinator will foster and supervise the Partners in Education Program and Community Partnerships. The Communications Coordinator will report directly to the Superintendent or Superintendent's designee. The specific responsibilities shall be:

Position Description:

1. To supervise and edit all public relations and information publications;
2. To serve as a contact person between the news media and other departments, and to coordinate the distribution of news releases and other media-requested information;
3. To promote student activities and accomplishments;
4. To develop, promote, and facilitate positive employee programs and activities;
5. To help disseminate information and promotions of and relating to the Russellville School District;
6. To coordinate the production of broadcast media presentations;
7. To manage and coordinate the district's use of social media;
8. To coordinate special projects including, but not limited to, promotional videos, presentations, alumni directories, production of district brochures, etc.;

9. To coordinate contacts and listservs for alumni, business community, and parents to further information gathering and sharing about the district;
10. To serve as the Superintendent's designee to work with the Chamber of Commerce as appropriate and see new business partners through individual contacts and appropriate organizations;
11. To attend meetings, conferences and/or workshops related to general school administration which will enhance the public relations image of the school district;
12. To develop and build positive relationships with staff, patrons, media, and local citizens;
13. To coordinate photography activities at the District Level;
14. To review and assist in developing strategies for integrating and inviting community and business into the classroom to promote college and career readiness as well as technical and applied academic programs along with the coordination, preparation, and distribution of Partners in Education materials;
15. And other duties as assigned.

Requirements/Qualifications:

- ❖ Experience as a Communications coordinator preferred
- ❖ Degree in Communications or Public Relations preferred
- ❖ Skillful collaborator as evidenced by:
 - Communication skills
 - Collaboration skills
 - Interpersonal skills
 - Experience with communicating with community, business, and media
 - Time management
 - Planning and organizational skills
- ❖ Skillful in communication:
 - Effective writer
 - Correct grammar and speaking skills
 - Experience and knowledge in communication techniques through media, social networking, and other mediums
 - Data analysis skills
 - Problem solving skills
 - Experience providing/facilitating media campaigns, response to emergencies, and ability to create effective written and verbal responses to media in a timely manner
 - Research Based Ideas
 - Electronic media, social networking, making of brochures, maintaining District Facebook and other social sites.
- ❖ Technology Skills:
 - Desktop Publishing, Photoshop, Adobe Indesign, Adobe Suite, Google applications, web programming and other related technology skills.

TERMS OF EMPLOYMENT:

- 248 day contract
- 8 hour day
- 2 weeks vacation
- 3 personal days
- 9 sick days

Classified Supervisor Job Descriptions

8.1.3R School Nurse Coordinator

Effective: 7/1/2014

The school nurse program coordinator is a BSN-level registered professional nurse licensed in the state of Arkansas who coordinates, schedules, assigns, and supervises the work of school nurses in the school setting to strengthen and facilitate the educational process through ensuring quality direct services to students in the areas of health care, medication management, and law/policy/protocol compliance.

The responsibilities of the school nurse program are additional duties that are combined with coordinator/administrative OR school nurse job duties.

I. Qualifications and Experience

- A. BSN level Registered Nurse license (AR): five years of licensed nursing experience and minimum of one year school nurse experience preferred.

II. Major Responsibilities and Key Duties

- A. Manage personnel issues for District nurses
 - 1. Set annual schedule to include required training for district staff
 - 2. Approve leave in cooperation with building administrators
 - 3. Review and amend building assignments per caseloads in cooperation with building administrators and Assistant Superintendent for Personnel
 - 4. Maintain records of Nurse Professional Development hours; provide quarterly reports to individual nurses
 - 5. Maintain records of nurse licensure dates
 - 6. Maintain Nurse calendar/schedules for absences: ensure coverage as needed for all school buildings
 - 7. Collaborate with building administrators to complete an annual evaluation of nurses utilizing classified evaluation instrument
 - 8. Collaborate with building administrators to supervise components of nurse job description
- B. Manage policy knowledge/compliance as applicable to school nurse program
 - 1. Assist with policy interpretation; consult with state school nurse coordinator and local health unit as needed.
 - 2. Research and recommend updates for policies in cooperation with Assistant Superintendent
 - 3. Policies:
 - 1. Privacy of Records (4.13)
 - 2. Immunization (RSD 4.2.1R)
 - 3. Comprehensive Tobacco (4.23R)
 - 4. Drugs and Alcohol (4.24)
 - 5. Student Medications (4.35R and forms) Includes glucagon and Epi Pen
 - 6. Communicable diseases and parasites (4.34) Special Education and 504 (4.49R)
 - 7. Special Health Care Needs (5.181R, 5.182R)
 - 8. Wellness Policy (5.29R)
 - 9. School Nurse Job Description (8.1.2.6R)

- C. Manage and maintain knowledge of and compliance with state and federal laws as applicable to school nurse program (HIPPA; FERPA; IDEA; 504; A.C.A. § 6-18-707, as amended by Act 1437 of 2013; A.C.A. § 6-18-1005(a) (6), A.C.A. § 17-87-103 (11) as amended by Act 1232 of 2013; AR Nurse Practice Act; AR Act 1220/Wellness; etc.)
- D. Coordinate student screening, medication/health issues as needed:
 - 1. Collaborate with Pope County Health Unit Special Education and 504 Department, Athletic department, Student transportation department, and Building administrators
 - 2. Ensure scheduling of annual student vision/hearing, BMI, and Scoliosis screening
 - 3. Schedule and coordinate annual Dental Screening and Sealant Clinic (with Arkansas Children's Hospital)
 - 4. Schedule and coordinate annual school-based flu clinics/other immunization clinics (with Pope County Health Unit)
 - 5. Collaborate with building administrators on field trip/camp scheduling
 - 6. Collaborate with maintenance and custodial supervisors as needed regarding health issues
 - 7. Ensure coordination with Arkansas Tech Nurse Program for student nurses field experiences
 - 8. Ensure collaboration with Child Nutrition Department for required menus and nutrition information needed to provide student care daily
- E. Coordinate and Manage Staff Hepatitis- B Immunizations:
 - 1. Maintain yearly contract with local healthcare agency to provide Hepatitis- B series to district personnel
 - 2. Maintain record of district personnel who have received the Hepatitis-B series
 - 1. Survey designated district personnel each year for those interested in receiving Hepatitis- B series
 - 2. Schedule clinics with the contracted healthcare agency for each dose in the series; schedule make-up appointments as needed.
 - 3. Reconcile vendor invoice for accuracy and process for payment (per Tier II training)
- F. Coordinate and Manage Medical Waste Program:
 - 1. Maintain yearly contract with Medical Waste
 - a. Periodically obtain quotes to ensure competitive pricing
 - b. Provide to Assistant Superintendent for board approval annually
 - 2. Schedule and coordinate Medical Waste pick-up
 - a. Maintain record of Medical Waste pick-up manifests
 - b. Collaboration with Custodial Department as needed
- G. Coordinate District Wellness Committee and School Improvement Goals
 - 1. Maintain compliance per AR Act 1220
 - 1. Chair Annual Wellness Committee Meeting (one annual minimum)
 - 2. Ensure Completion of Annual School Health Index for all Buildings, provide copies with goals to District ACSIP chair before May 20 annually
 - 3. Provide Wellness Comment documentation checklist with timeline annually to District ACSIP Chair
 - 2. Collaborate with Child nutrition for appropriate pieces of annual district goals
 - 3. Collaborate with Building Administrator/Designee regarding building wellness committees
 - 4. Ensure completion of Annual School Nurse Survey data by all building nurses prior to the last work day of the school year.

- H. Manage equipment/supplies and travel/professional development budgets for nurse program:
Approximately \$20,000 annually (District Operating fund, Medicaid Vision/Hearing Reimbursement)
 - 1. Equipment:
 - 1. Maintain inventory of equipment (AED; Vision and Hearing Screening Machines; CPR Equipment; Staff technology)
 - 2. Maintain location and check out information for equipment/ensure proper storage and security
 - 3. Arrange for annual calibration and/or repair of audiometers and vision machines
 - 4. Work with Assistant Superintendent to request additional equipment
 - 2. Supply:
 - a. Maintain inventory of supplies/ensure proper storage and security
 - b. Survey of supplies needed for the next school year
 - c. Ensure appropriate quotes are obtained
 - d. Summarize supply order for the next school year and order needed supplies
 - e. Check in supply order and store or disburse as needed
 - f. Approve invoices and billing in timely and accurate manner
 - 3. For all equipment and supply: obtain signatures and use forms and procedures as directed in annual Tier II training.
 - 4. Attend annual Tier II training
- I. Coordinate Trainings for District Staff:
 - 1. Schedule and manage:
 - a. Special Health Care Needs training (District Special Education Personnel)
 - b. Medication Administration training to Building level personnel
 - c. CPR training for appropriate staff (athletic, transportation, building level)
 - d. Send notifications to District department heads/building administrators
 - e. Maintain record of all District Personnel certified in CPR
 - f. Process and Provide credential cars through appropriate vendor.
- J. Coordinator Professional Development for Nurse Staff:
 - 1. Maintain record of CPR instructor certification, Vision/Hearing/Scoliosis/BMI training credentials
 - 2. Assist in scheduling training for nurses
 - 3. Coordinate other Professional Development per policy and need
 - 4. Budget for and coordinate travel and registration for out of district training.

III. Other:

- A. Compensation: Extended contract of 7 work days, and extra duty stipend per policy 3.1.21R
- B. FSLA Exempt: Yes (Professional)
- C. Reports to Superintendent or Designee

8.1.4R Maintenance Supervisor

Effective: 2/16/1993

- 1. Job Summary

The Maintenance Supervisor works under the direction of and is directly responsible to the Assistant Superintendent in the performance of his/her duties. He/She supervises the work of all maintenance employees (e.g., carpenters, electricians, plumbers, painters, equipment operators, locksmiths, grounds keepers, etc.) performs administrative duties, supervises custodial employees in the absence of the Custodial Supervisor, and performs other duties as assigned.
- 2. Job Duties and Responsibilities
 - A. Supervisory Duties

1. Supervises the work of all maintenance employees (e.g., carpenters, electricians, plumbers, painters, equipment operators, locksmiths, grounds keepers, etc.) and custodial employees in the absence of the Custodial Supervisor.
2. Receives work orders directly from building principals and supervisors.
3. Checks buildings and grounds periodically, denoting equipment needing repairs, or repairs needed on buildings and grounds.
4. Plans work schedules.
5. Distributes work orders to workers in accordance to nature of jobs.
6. Checks progress of job through oral reports from workers.
7. Inspects finished products.
8. Prepares estimates of the quantities and cost of materials.
9. Prepares plans to renovate or complete repairs.

B. Administrative Duties

1. Interviews applicants and submits recommendations for hiring.
2. Maintains absentee and leave records.
3. Resolves problems encountered by employees.
4. Supplies supervisor with information such as number of additional employees needed, repairs on equipment and/or new equipment needed.
5. Submits requisitions for supplies.
6. Approve invoices for payment to supervisor.
7. Inspects new construction.

C. Other Duties

Performs other duties as assigned by the Assistant to the Superintendent.

8.1.5R Custodial Supervisor

Effective: 2/16/1993

The Custodial Supervisor works under the direction of and is directly responsible to the Assistant Superintendent in the performance of his/her duties. He/She supervises the work of all custodial employees, performs administrative duties, supervises the work of Maintenance employees in the absence of the Maintenance Supervisor (e.g., carpenters, electricians, plumbers, equipment operators, locksmiths, grounds keepers, etc.), and performs other duties as assigned.

Job Duties and Responsibilities

Supervisory Duties

1. Supervises custodians and make job assignments.
2. Works with principals in the area of janitorial services.
3. Holds In-service meetings with employees.
4. Periodically checks all buildings to see that proper housekeeping procedures are being observed.
5. Responsible for supplies to custodians, making sure that they have proper cleaning materials and equipment.
6. Coordinates cleaning and security of special events.

Administrative Duties

1. Interviews applicants and submits recommendations for hiring.
2. Maintains absentee and leave records.
3. Resolves problems encountered by employees.

4. Supplies supervisor with Information such as number of additional employees needed, repair on equipment and/or new equipment needed.
5. Submits requisitions for supplies.
6. Approves Invoices for payment to supervisor.
7. Inspects new construction.

Other Duties

Performs other duties as assigned by the Assistant to the Superintendent.

8.1.6R Child Nutrition Supervisor

Effective: 2/18/2003

Job Summary

The Child Nutrition Supervisor (CNS) is directly responsible to the Assistant Superintendent for Business. The CNS plans and organizes all food service activities; purchases food and supplies; recommends and supervises child nutrition personnel; plans and manages the program to maintain financial integrity; assures the District's compliance with Federal regulations; and performs other duties deemed necessary.

Job Duties and Responsibilities

Plans and manages the District's child nutrition program. These responsibilities include: maintaining systematic revenue and expenditure procedures; menu planning within Federal and State regulations and guidelines while incorporating USDA commodities into menu planning; developing employee work schedules; developing a plan to promote consideration of student food preferences and special diets; schedule and plan for special events that include food preparation; and request equipment and facility repairs/purchases in a timely manner.

Food and supplies responsibilities include: creating a purchasing system whereby lower prices can be realized through combining each school's needs; create bid procedures for vendor purchasing; attend food shows to obtain up-to-date information; consider storage capacities while making food/supply orders; create a procedure to inspect all purchases; maintain cost and inventory records; check and authorize invoices for payments; and establish costs and invoice special event meals.

Child nutrition personnel responsibilities include: recommends for employment and supervises all personnel either directly or indirectly; recommends employment needs to the Assistant to the Superintendent for Business and creates work schedules for employees; arranges for personnel training; and assists cafeteria managers to resolve personnel issues.

Budgeting responsibilities include: preparation and management of an annual budget for the child nutrition program; and development of the budget within reasonable limits of anticipated revenue and expenditure requirements.

Compliance responsibilities with State and Federal regulations and guidelines include: program monitoring to insure maximum meal reimbursement; developing measures to promote employee safety; following procedures to insure safe meal preparation; developing a systematic and confidential method for approving applications and serving Free and Reduced Price Meal recipients; and providing information required by the State and Federal governments as required (including production records).

Perform other duties as assigned for the orderly operation of the Child Nutrition Program.



8.2 Classified Personnel Evaluation

8.2R Evaluation

Effective: 7/1/2012

Evaluation of Classified staff is a responsibility of the immediate supervisor for each employee.

8.2.1R Renewal of Contracts

Effective: 2/16/1993

Contracts of Classified personnel are renewed annually by the Board upon the recommendation of the Assistant Superintendent.

- I. The employment of classified personnel is evidenced by written contract. This is a legal document that is binding upon both parties (the employer and the employee).
- II. Renewal of contracts shall normally be presented for Board action at the regular meetings in April or May of each year.
- III. Contracts for employment must be returned to the Central office within ten (10) days following the date issued. Failure to return the contract within the specified time nullifies the offer for employment.

8.2FR Classified Staff Evaluation Instrument

Effective: 7/1/1999

Staff Member:

Work Assignment:

Date:

Period Covered by Evaluation:

Evaluator: Circle Rating Numeral (5) Superior (4) Excellent (3) Good
(2) Needs Improvement (1) Unsatisfactory

1. Administrative and Supervisory Expectations: Evaluation Rating: 5 4 3 2 1

- a) Record keeping
- b) Adherence to and enforcement of school district and administrative policies/procedures.
- c) Punctuality and attendance
- d) Care of assigned area and equipment
- e) Other

Areas of Commendation:

Areas of Concern:

Suggestions for Improvement:

2. Human and Interpersonal Relationships: **Evaluation Rating: 5 4 3 2 1**

- | | |
|-------------------------------|--------------------------------------|
| (a) Initiative and enthusiasm | (e) Relationship to students |
| (b) Integrity | (f) Cooperation with other employees |
| (c) Patience | (g) Accepts direction of supervisor |
| (d) Good Judgment | (h) Other |

Areas of Commendation:

Areas of Concern:

Suggestions for Improvement:

3. Personal Characteristics: **Evaluation Rating: 5 4 3 2 1**

- | | |
|-----------------------|------------------------------------|
| (a) Physical vigor | (e) Appropriate grooming and dress |
| (b) Dependability | (f) Other |
| (c) Emotional control | |
| (d) Attitude | |

Areas of Commendation:

Areas of Concern:

Suggestions for Improvement:

4. Quality and Quantity of Work: **Evaluation Rating: 5 4 3 2 1**

- | | |
|------------------|-------------------------|
| (a) Accuracy | (d) Speed |
| (b) Thoroughness | (e) Concern for Quality |
| (c) Efficiency | (f) Other |

Areas of Commendation:

Areas of Concern:

Suggestions for Improvement:

Employee Statement: I have examined this evaluation, and have signed it. However, my signature does not necessarily indicate agreement with the contents, but only that they are recorded with my full knowledge.

Signature of Employee

Date

Signature of Evaluator

Date



8.4 Classified Bus Driver Drug Testing

Effective: 7/1/2014

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 drivers 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.

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:

1. All time spent inspecting, servicing, and/or preparing the vehicle;
2. All time spent driving the vehicle;
3. All time spent loading or unloading the vehicle or supervising the loading or unloading of the vehicle; and
4. 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

1. 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;
2. No driver shall use alcohol while performing safety-sensitive functions;
3. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol;
4. 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;
5. No driver shall refuse to submit to an alcohol or drug test in conjunction with # 1,2, and/or 4 above;
6. 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 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;
7. 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

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.

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

Consequences for Violations

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

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



8.5 Classified Employees Sick Leave

8.5R Classified Personnel Leave Policy

Effective: 7/1/2015

Sick Leave

1. Each full-time employee (5 or more hours of employment per working day) shall earn sick leave at the rate of one day for each month of contracted service. If the full amount of sick leave allowed is not used, the employee shall have unlimited accumulation of the unused days.
2. Sick leave shall be interpreted to include also time off due to the illness of the employee's spouse, children, parents, and/or relatives in the employees' household.
3. Five days of this leave may be used for death in the immediate family which includes a spouse, child, father, mother, brother, sister, or grandparent. Two days of this leave can be used when it is the death of a close personal friend.
4. Three days of this sick leave may be used for personal business. All requests for personal leave must have prior approval of the principal or supervisor.
5. No advance sick leave or vacation shall be granted.

6. Although a physician's certificate is not required in the administration of the sick leave policy, the supervisor or administrator in charge may request such a certificate if it is deemed advisable.
7. An employee not able to report for duty at the beginning of the contractual year because of personal illness shall be entitled to all accrued sick leave benefits.
8. After an employee has used his/her sick leave, a deduction equivalent to a day's pay shall be made for each day absent. This rate is computed by dividing the employee's contracted working days into the annual salary contract.
9. Sick leave must be charged against an employee without regard to a substitute; i.e., fellow employees who may fill in, or a substitute employed; in all cases, the absence is charged against the employee.
10. Employees who, for any reason, cannot perform normal duty should notify the administrator or supervisor immediately. The administrator or supervisor is responsible for selecting and obtaining a substitute, if necessary.
11. A classified employee who is retiring after at least twenty-five (25) years' experience (or age 60) with at least ten (10) years as an employee of the District shall be reimbursed at the lesser of the current daily substitute rate for the retiree's position or \$60.00. This payment at the time of retirement shall cover up to 90 days of accumulated sick leave. Accumulated sick leave also includes the sick leave transferred from an employee's previous public school employment.
12. 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, 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE, which also applies. Except for bonding time, documentation shall be provided by the employee upon request.
13. At the discretion of the principal (or Superintendent), and, if FMLA is applicable, subject to the certification or recertification provisions contained in policy 8.23—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.

Leave Without Pay

1. Leave without pay may be granted full-time employees who have been employed in the District for a minimum of three (3) years. Such leave is not to exceed six (6) months.
2. A written statement showing the purpose of and requesting such leave must be presented to the administrator in charge.
3. Final determination on whether leave is granted shall be at the discretion of the Superintendent of Schools.
4. Two weeks prior to the end of the leave, the employee must present in writing to the School District his/her intention to return to employment. If the leave has been granted due to health, a written statement from the attending physician declaring the employee physically able to perform his/her duties successfully shall be a part of the notification.

Military Leave

1. Military leave shall be granted to any certificated or non-certificated person who is inducted into or who enlists for active military service in time of war or other national emergency in accordance with the provision of the Act of Congress requiring universal military service for meeting such emergency.

2. Military leave shall be granted to any certificated or non- certificated person who is a member of a National Guard or Reserve Unit ordered to active duty by a proper authority in accordance with current law.
3. A military leave will be granted to individuals serving short term assignments for a reserve unit or the National Guard upon request. Leave shall also be granted for participation in certain Public Health services training.
4. Up to fifteen (15) days of military leave for training will be granted per fiscal year. Training leave shall accumulate to a total of thirty (30) days leave available during any one year. Travel time to and from training will be in addition to the fifteen (15) through thirty (30) days.
5. Upon return from service under military leave provisions, personnel shall be placed on the salary schedule at the level which would have been achieved had he/she not been on military leave.
6. Persons called to active duty shall receive thirty (30) days paid leave with no loss in retirement benefits, plus life and disability insurance premiums paid by the District (if requested by the employee) will continue during the active duty leave. (Reference: Act 673 of 1991).

Part-time and Summer Employees

Part-time and summer employees are not covered under this policy. They are not eligible for group insurance or fringe benefits. To be eligible, one must be a full-time employee. A full- time employee is an employee who works at least five (5) hours a day under a contract period of nine (9) or more months a year.

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 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 accumulated 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 8.23—CLASSIFIED PERSONNEL FAMILY MEDICAL LEAVE.

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.



8.6 Sick Leave Bank - Classified Employees

8.6.1R Sick Leave Pools or Banks – Accumulated Sick Leave

Effective: 10/18/1999

It is the policy of the Board of Directors to establish a sick leave bank for classified employees. The administrative staff is directed to implement this policy and maintain documentation accordingly.

8.6.2R Classified Personnel Sick Leave Bank and Catastrophic Leave Bank

Effective: 7/1/2015

I. Classified Personnel Sick Leave Bank

- A. Participation: Each classified staff employee may become a member of a Classified Personnel Sick Leave Bank by voluntarily contributing one (1) day of his/her sick leave allowance to the Sick Leave Bank. At the initial establishment of the bank, in order to accumulate a sufficient number of days for the bank to become functional, a person may contribute up to three (3) days if he/she has a cumulative total so that his/her total number of available sick leave days does not fall below eight (8) days after the contribution. Enrollment in the District's Sick Leave Bank will be prior to September 15 of each school year for non-members and for new classified personnel in the district. Each employee wishing to make a contribution shall do so on a Sick Leave Bank form submitted to the Sick Leave Bank Chairperson or to the Director of Personnel.
- B. Governance: A committee shall, with the assistance of the Director of Personnel, oversee the administration of the Sick Leave Bank. The committee shall be comprised of one (1) classified staff representative from each school in the district, one (1) classified supervisor who shall be appointed by the Assistant Superintendent, and the bookkeeper/payroll clerk from the Central Office. The clerk position from the Central Office will be a non-voting position. The staff representatives and supervisor who serve on this committee must have contributed days to the Sick Leave Bank. The committee members will serve three (3) year terms. When the committee is initially established, the staff representatives will draw for one (1), two (2), or three (3) year terms to establish a rotation order so that one-third (1/3) of the committee shall be elected each year following. The selection of committee representatives shall be before October 1 of each year. The building representatives shall be selected by the classified employees in the respective buildings. The principal of each building shall be responsible for seeing that the election takes place and that all categories of classified employees participate in the election. The committee chairperson shall be selected by the committee from the staff representatives. A committee secretary or other officers may be selected by the committee as needed.
- C. Rules of Operation: The Classified Personnel Sick Leave Bank Committee shall administer the Bank according to the following rules:
 - 1. Personnel making contributions may request withdrawals from the Bank after nine (9) months from the date of membership in the Bank.
 - 2. The Sick Leave Bank days may be used only upon exhaustion of a Bank member's accumulated sick leave and the exhaustion of all but ten (10) days of vacation leave.
 - 3. Leave Bank days will be granted only upon approval of the Classified Personnel Sick Leave Bank Committee when personal illness or disability, or the serious illness of a spouse, child, parent, or a relative in the same household prevents a staff member from returning to work.
 - 4. Request for Sick Leave Bank days will be made on a Sick Leave Bank request form submitted to the Classified Personnel Sick Leave Bank Chairperson or to the Director of Personnel.
 - 5. Grants made from the Sick Leave Bank shall be for up to fifteen (15) consecutive days for an individual member, with a limit of fifteen (15) days being granted within any twelve (12) month period of time. When a member has accumulated fifteen (15) days used from the Sick Leave Bank, another day must be contributed by September 15 of the following year to be eligible to make another request. Any unused days in a grant from the Bank will be returned to the bank.
 - 6. Sick Leave Bank days will not be granted to members for days covered by an income protection insurance policy or similar coverage provided by the District.
 - 7. The Sick Leave Bank may solicit additional contributions if the balance drops below thirty (30) days.

- D. Reports: The Classified Personnel Sick Leave Bank Committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the Sick Leave Bank.
- E. Sick Leave Bank days will carry over to succeeding years with a maximum of 400 total carryover days.

IV. Classified Personnel Catastrophic Leave Bank

- A. Definition: The Classified Personnel Catastrophic Leave Bank shall be available only for those contributing staff members who meet with the following definition of catastrophic diagnosis.
 - 1. Catastrophic Illness/Injury: An illness or injury of such magnitude that the employee's life is endangered and/or his/her health is impaired to such an extent that he/she has no option but to seek immediate medical treatment that requires extended time away from the job. The following list is not exhaustive, but identifies some health conditions that are included and excluded as catastrophic under this definition.

Included:	Excluded:
<ul style="list-style-type: none"> • Cancer(s)/Tumor(s) • Heart Attack • Aneurysm • Stroke • Non-Elective Surgery • Debilitating/Immobilizing Injury or Condition • Acute Illness/Disease 	<ul style="list-style-type: none"> • Elective Surgery • Pregnancy/Delivery Without Severe Complications • Recurring Infection (Cold, flu, etc.)

- 2. Requires certification by a physician stating that it would be impossible for the employee to perform the basic functions of his/her job.
- B. Participation: Each classified staff member may voluntarily contribute one day of his/her sick leave allowance to the Classified Personnel Catastrophic Leave Bank. This contribution is in addition to or independent of membership in the Sick Leave Bank. Enrollment in the District's Catastrophic Leave Bank will be prior to September 15 of each school year for non-members and for new classified personnel in the District. Each classified employee wishing to make a contribution shall do so on a Catastrophic Leave Bank form submitted to the Classified Personnel Sick Leave Bank Chairperson or to the Director of Personnel. At the initial establishment of the bank, the District will contribute one hundred (100) days in order to have enough days for the bank to begin functioning.
- C. Governance: The Classified Personnel Sick Leave Bank Committee shall, with the assistance of the Director of Personnel, oversee the administration of the Classified Personnel Catastrophic Leave Bank.
- D. Rules of Operation: The Classified Personnel Sick Leave Bank Committee shall administer the Catastrophic Leave Bank according to the following rules.
 - 1. Personnel making contributions to the Classified Personnel Catastrophic Leave Bank may request withdrawals from the Bank after nine (9) months from the date of membership in the bank.

2. The Classified Personnel Catastrophic Leave Bank days may be used only upon exhaustion of a Bank member's accumulated sick leave and/or exhaustion of grants from the Sick Leave Bank (if a member of both Banks) and the exhaustion of all but ten (10) days of vacation leave.
3. Catastrophic Leave Bank days will be granted only upon approval of the Classified Personnel Sick Leave Bank Committee in accordance with the guidelines and terminology of a catastrophic illness of that employee.
4. Request for Catastrophic Leave Bank days will be made on a Classified Personnel Catastrophic Leave Bank request form submitted to the Classified Personnel Sick Leave Bank Chairperson or to the Director of Personnel.
5. Grants made from the Classified Personnel Catastrophic Leave Bank shall be for up to thirty (30) consecutive days for an individual member, with a limit of thirty (30) days being granted within a twelve (12) month period of time.
6. All unused days granted by the Catastrophic Leave Bank shall be returned to the Bank.
7. Classified Personnel Catastrophic Leave Bank days will not be granted to members for days covered by an income protection insurance policy or similar coverage provided by the District.
8. The Catastrophic Leave Bank may solicit additional contributions if the balance drops below thirty (30) days.

- E. Reports: The Classified Personnel Sick Leave Bank Committee shall be responsible for the proper maintenance and development of records and report forms. The committee shall work closely with the administration in administering the Classified Personnel Catastrophic Leave Bank.
- F. Classified Personnel Catastrophic Leave Bank days will carry over to succeeding years with a maximum of 400 total carryover days.

II. Contribution of Unused Sick Leave

Classified personnel may contribute up to 10 unused sick leave days to either the sick leave bank or the catastrophic leave bank (total of 10 days in either bank can be made in part or whole) at the time of retirement or resignation (retirement as defined in policy 8.6R 1.K].) not to exceed 400 days in either the sick leave or catastrophic leave bank.

8.6.3FR Classified Personnel Sick Leave Bank and Catastrophic Leave Bank

Effective: 7/1/2011

I hereby request and authorize that one (1) day be deducted from my sick leave allowance as a contribution to the District Sick Leave Bank.

Name (Please print)

School

Signature

Date

This form must be submitted prior to September 15th to the Central Office.

OFFICE USE ONLY

Central Office Controller

Committee Chairperson

Effective: 7/1/2011

School

Date _____

OFFICE USE ONLY

Central Office Controller

Committee Chairperson

Effective: 5/18/2010

Have you contributed time to the Sick Leave Bank System? _____

Have you contributed time to the Catastrophic Bank System? _____

Describe the nature of your illness or disability and the circumstances that caused you to make this request. The physician's form must also be attached.

Number of Sick Leave days requested _____ Catastrophic Leave days _____

Have you used all of your accumulated sick leave? ___ If no, how many days left _____

Comments _____

	Committee Use Only	
_____	Date Considered _____	
Signature _____	Sick Leave	Approved _____ Number of days _____
		Not Approved _____
_____	Catastrophic	Approved _____ Number of days _____
Date _____		Not Approved _____
Committee Chairperson _____		

8.6.6FR Physician's Certification for Sick/Catastrophic Leave

Effective: 5/18/2010

NAME: _____
Last First Middle

ADDRESS: _____
Street City/State Zip

PHONE: _____

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize the undersigned physician to release any and all information acquired in the course of my examination or treatment for the purpose of consideration by the Sick/Catastrophic Leave Committee.

Employee's Signature Date

THE EMPLOYEE IS RESPONSIBLE FOR THE COMPLETION OF THIS FORM AT HIS/HER OWN EXPENSE. ALL INFORMATION LISTED ON THIS FORM WILL BE KEPT CONFIDENTIAL.

(To be completed by the Attending Physician)

THE FOLLOWING QUESTIONS APPLY ONLY TO THIS ILLNESS/INJURY

1. HISTORY

a. When did illness/injury first appear? Month_____ Day_____ 20_____

b. Could this illness/injury be work related? Yes_____ No_____

c. To your knowledge has patient ever had same or similar condition?

Yes_____ No_____

If "YES" state when and describe:_____

2. PRESENT CONDITION

a. Will surgery be required? Yes_____ No_____

If "YES" when was this patient informed by the attending physician?

Month_____ Day_____ 20_____

b. Is patient? (Check one)

Ambulatory____ House Confined____ Bed Confined____ Hospitalized____

c. Give a brief narrative of the nature and extend of the illness/injury:

3. DIAGNOSIS

4. EXTENT OF ILLNESS/INJURY

a. If there are no further complications, what is the minimum recovery time to return to work?

Weeks_____ Months_____

b. What is the projected date to return to work?

Month_____ Date_____ 20_____

PLEASE FEEL FREE TO ATTACH ANY ADDITIONAL DOCUMENTATION

Clinic Name

Signature of Attending Physician

Address

Date

City/State/Zip

Phone

8.6.7FR Sick/Catastrophic Leave Bank Contribution Form – Retiring Employee

Effective: 7/1/2011

I hereby request and authorize that _____ days be deducted from my sick leave allowance as a contribution to the District Sick Leave Bank.

I hereby request and authorize that _____ days be deducted from my sick leave allowance as a contribution to the District Catastrophic Leave Bank.

Signature

Date

School

This form must be submitted in duplicate prior to the end of the year to the Central Office

OFFICE USE ONLY

Date received

Central Office Controller

Date received

Committee Secretary



8.7 Classified Personal and Professional Leave

8.7R Classified Personal and Professional Leave

Effective: 7/1/2017

I. Personal Leave

- A. Three (3) days of the twelve (12) days of sick leave each year may be used for personal leave. Staff members who have completed then (10) years of experience (in the Russellville School District) may use four (4) days of sick leave as personal leave each year. Staff members who use four (4) days of personal leave will have their pay docked to cover the cost of a substitute teacher for the fourth day of leave taken.
- B. Employees must work the last scheduled workday before and the first scheduled workday after any holiday or vacation identified in the official school calendar, unless they are ill. This requirement may be waived by principal and Superintendent when extenuating circumstances occur. The District reserves the right to require from the employee a certificate signed by a duly licensed physician to authenticate this type of absence be excused.

II. Parental Leave

- A. An employee adopting a child may request parental leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirement for adoption. Since adoption of a child is one of the provisions of FMLA, the parent will be required to apply for leave under the conditions of the Family and Medical Leave Policy (School Board Policy 8.23R).
- B. Upon returning to his/her position, all benefits to which said employee was entitled at the time leave commenced will be restored to him/her.

III. Military Leave

Military leave shall be granted according to the following provisions:

- A. Military leave shall be granted to any certificated or non-certificated person who is inducted into or who enlists for active military service in time of war or other national emergency in accordance with the provisions of the Act of Congress requiring universal military service for meeting such emergency.
- B. Military leave shall be granted to any certificated or non-certificated person who is a member of a National Guard or Reserve Unit ordered to active duty by a proper authority in accordance with current law.
- C. A military leave will be granted to individuals serving short term assignments for a reserve unit or the National Guard upon request. Leave shall also be granted for participation in certain Public Health services training.
- D. Up to fifteen (15) days of military leave for training will be granted per fiscal year or which an amount equal to the cost of a substitute for each contracted day shall be deducted from the individual's salary. Training leave shall accumulate to a total of thirty (30) days leave available during any one year. Travel time to and from training will be in addition to the fifteen (15) through thirty (30) days.
- E. Upon return from service under military leave provisions, personnel shall be placed on the salary schedule at the level which would have been achieved had he/she not been on Military leave.
- F. Persons called to active duty shall receive thirty (30) days paid leave with no loss in retirement benefits, plus life and disability insurance premiums paid by the District (if requested by the employee) will continue during the active duty leave. (Reference Act 673 of 1991)

IV. Personal Injury Leave

If there is a physical assault on a school employee, while such employee is regularly and properly engaged in doing his/her assigned duties, and the assault is the result of that employee's actions which are consistent with school District and administrative policies and procedures and such assault results in the loss of time, the employee shall suffer no loss of sick leave. The superintendent shall consider the circumstances involved in each such instance and shall determine the amount of time such absence will be allowed. This determination will be made after consultation with the staff member and may include communication with the staff member's physician. The leave allowed in this case shall in no way extend beyond the date when other benefits such as workman's compensation or long-term disability are available to the employee (A.C.A. 6-17-1209).

V. Vacation

A. Eligibility

1. Only full-time, twelve-month employees are eligible for vacations with pay.
2. Eligibility for vacation time shall be determined by the following work experience with the Russellville School District:
 - a. One (1) through five (5) years = 10 workdays
 - b. Six (6) through ten (10) years = 10 workdays plus one (1) day for each year beginning the sixth year and ending the tenth year (a maximum of 15 days)
 - c. Above ten (10) years = 15 workdays
 - d. New employees shall be eligible for annual vacation leave following six (6) months of employment if the employee begins employment at the beginning of the new fiscal year. Employees hired other than at the beginning of the fiscal year shall receive vacation credit at the rate of one day per five (5) work weeks. Less than one day of vacation credit will not be counted.
 - e. Employees who transfer from 9-month employment to 12-month employment shall earn vacation days according to the following prorated formula:

Total number months of employment /12 = years of experience for determination of vacation credit.

The maximum pay an employee with accumulated vacation days may receive as of June 30, 1991, is the total of the days accumulated prior to July 1, 1990, and the qualifying days awarded during the 1991 fiscal year.

3. Beginning July 1, 1991, and each year thereafter, an employee may accumulate a maximum of thirty (30) days' vacation including the current employment year. Superintendents can accumulate forty (40) vacation days. If vacation days are not used above the thirty (30) for full time employees and (forty) 40 for superintendents, those days will be lost at the end of the academic year.
4. Beginning July 1, 1991, and each year thereafter, an employee shall be paid for up to one (1) year of earned vacation accumulation (maximum of fifteen (15) days) with five years in the District at the time employment is severed with the District or upon retirement.

B. Procedure

1. The employee must submit a request to the immediate supervisor stating the dates desired for vacation. This request shall ordinarily be submitted at least fourteen (14) days prior to the requested leave date.
2. The business office will compare the number of days earned to the number of days requested. If the number of days requested is greater than the number of vacation leave days earned, the

immediate supervisor is notified.

- C. The vacation leave days taken will be adjusted against the total of vacation leave days accumulated.
- D. Employees are permitted to take current year vacation days through June 30. of a new fiscal year.

VI. Part-time and Summer Employees

Part-time and summer employees are not covered under this policy. They are not eligible for group insurance or fringe benefits. To be eligible, one must be a full-time employee. A full-time employee is an employee who works at least five (5) hours a day under a contract period of nine (9) or more months a year.



8.9 Public Office – Classified Personnel

8.9R Employees Permitted To Hold Elective Or Appointive Public Office

Effective: 8/26/2003

Russellville School District employees are permitted to hold elective or appointive public office as provided by A.C.A. ' 6-17-115 and ' 6-17-116. Employees may not engage in activities related to the duties of such office during regular working hours. Employees may *use* any accumulated personal/vacation leave days to perform the duties of such office. Once all accumulated personal/vacation leave days have been used, any additional days of leave necessary for the performance of the duties of the public office will be deducted from the employee's salary in the amount of the employee's daily salary rate times the number of additional days used.



8.10 Jury Duty – Classified Personnel

8.10R Jury Duty

Effective: 2/16/1993

An employee selected for jury duty shall serve without loss of pay, provided compensation for jury duty is endorsed and deposited in the Operating Fund of the District. Employees may keep reimbursement for food, lodging, and mileage resulting from service on a jury.



8.11 Overtime, Comptime, and Complying with FLSA

Effective: 7/1/2017

The Russellville School District shall comply with those portions of the Fair Labor Standards Act (FLSA) that relate to the operation of public schools. The act requires that covered employees receive compensation for all hours 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.

Definitions

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

Exempt Employees are those employees who are not covered under the FLSA because the employee's¹

- A. Primary job duties are considered to be exempt eligible due to being administrative or professional in nature. Examples include teachers, counselors, registered nurses, and supervisors; and
- B. Salary meets or exceeds a minimum weekly/annual amount, which is set:
 - 1. By the Arkansas Minimum Teacher Salary in A.C.A. § 6-17-2403 for District employee's whose primary job duties require the employee to hold a valid Arkansas teaching license; or
 - 2. By the DOL for District employees whose primary job duties do not require the employee to hold a valid Arkansas teaching license.

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;
- 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.

- 1. 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.
- 2. Between the District and any agency contracted with to provide transportation services, security services, or other services.

Hours Worked

Employees shall be compensated for all the time they are required to be on duty and shall be paid for all hours worked each workweek. Employees shall accurately record the hours they work each week.

The District shall determine the manner to be used by employees to accurately record the hours they work. Each employee shall record the exact time they commence and cease work including meal breaks. Employees arriving

early may socialize with fellow workers who are off the clock, but shall not commence working without first recording their starting time.

Employees shall sign in/clock in where they start work and sign out/clock out at the site where they cease working. Employees who do not start and end their workday at the same site shall carry a time card or sheet with them to accurately record their times. They shall turn in their time sheets or cards to their immediate supervisor no later than the following Monday morning after reviewing them to be sure that they accurately reflect their hours worked for that week.

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

Employees whose normal workweek is less than forty (40) hours and who work more than their normal number of hours in a given workweek may, at the District's option, be given compensatory time for the hours they worked in excess of their normal workweek in lieu of their regular rate pay.

Compensatory time given in this manner shall be subject to the same conditions regarding accumulation and use as compensatory time given in lieu of overtime pay.

Breaks and Meals

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.

Neither state nor federal law require an employer to provide breaks or rest periods; however, the Russellville School District is committed to giving adequate time for breaks during the workday. These breaks will be part of the employee's paid time and will be given by the supervisor to promote employee efficiency.

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

Overtime

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

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

Provided the employee and the District have a written agreement or understanding before the work is performed, compensatory time off may be awarded in lieu of overtime pay for hours worked over 40 in a workweek and shall be awarded on a one-and-one-half (1 1/2) time basis for each hour of overtime worked. The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked. The maximum number of compensatory hours an employee may accumulate at a time is 80. 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. All compensatory time must be used by the end of the contract year or must be paid in monetary compensation.

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 the final regular rate received by the employee.

Overtime Authorization

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

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

Leave Requests

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

Payment for leave could be delayed or not occur if an employee fails to turn in the required leave form.

Leave may be taken in a minimum of four (4) hour increments.

Record Keeping and Postings

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

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

Cooperation with Enforcement Officials

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

1. Investigating and gathering data regarding the wages, hours, and other conditions and practices of employment;
2. Entering, inspecting, and/or transcribing the premises and its records;
3. Questioning employees and investigating such facts as the inspectors deem necessary to determine whether any person has violated any provision of the FLSA.

8.11.1R Emergency Overtime

Effective: 7/1/2008

All Russellville School District employee's overtime worked will be paid in accordance with the provisions of the FLSA. When a supervisor calls an employee, who has already worked a 40 hour week (and is not present on school campus), to work in a deemed emergency situation, the employee will receive a minimum of four (4) hours compensation.



8.12 Classified Personnel Outside Employment

Effective: 7/1/2014

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 the employee's primary job is. 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.



8.13 Classified Personnel Employment

Effective: 7/1/2019

All prospective employees must fill out an online 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 status is discovered to be other than as it was represented by an employee or applicant, either in writing on application materials or in the form of verbal assurances or statements made to the school district.

It is grounds for termination of contract of employment if an employee fails a criminal background check or receives a true report on the Child Maltreatment Central Registry check. All classified employees shall complete, at District expense, a criminal records background check and Child Maltreatment Central Registry check at least one (1) time every five (5) years.

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

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 Russellville 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.

Inquiries on non-discrimination may be directed to the Director of Special Services, who may be reached at 479-890-5733.

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

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

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

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

1. 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
2. Any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether or not the person has retired or been discharged.

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

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

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

Russellville School District may use school district's webpage to post employment opportunities. Additionally, the school district may use the Arkansas Employment Security Division as a resource for securing applicants. The Assistant Superintendent is responsible for recommendation to the Superintendent and the Board for employment of Classified personnel.

It is the duty of the Assistant Superintendent to evaluate individuals who are nominated for employment to classified positions to determine the person's qualifications for the position.

Procedure for Intra-District Transfer

When a principal, director or supervisor finds out that a vacancy exists, or will exist, he/she is to notify the Personnel Office. Notice of the vacancy is to be posted in a conspicuous place in all schools and the central Office. Those persons who are presently employed on another job in the school District and wish to be considered for the vacancy shall make such desires known to the supervisor responsible for interviewing applicants no later than three (3) working days from the date such vacancy notice is posted. If they qualify for the position and the supervisor hires them for the position, no applicants will be received through the Arkansas Employment Security Division.

It is the responsibility of the Assistant Superintendent to facilitate the development of substitute lists for bus drivers, custodians and cooks.

8.13.1R Employment for Classified Personnel

Effective: 7/1/2008

Russellville School District classified personnel who work full time (20 hours per week as defined in A.C.A. 6-17-1702) are employed through the issuance of an annual contract. Part-time employees (under 20 hours per week) may be issued a contract if the employment is determined by the administration as full-time part-time. Employees who work less than 20 hours per week and are not full-time part-time shall be paid through the calculation of an appropriate job classification times the hours worked.

8.13.2R Health Examinations

Effective: 7/1/2017

All bus drivers are required to have a physical every two years.

8.13.3R Exposure Control Plan

Effective: 4/18/2000

I. Outline of Russellville School District Plan Elements

A. Exposure Determination

The Plan contains an Exposure Determination process, which identifies all job classifications, tasks, and procedures for which occupational exposure to blood borne pathogens exists.

B. Schedule and Method of Implementation

The Plan contains a schedule and method of implementing the following:

1. Methods of Compliance;
2. Hepatitis B vaccination and post-exposure evaluation and follow-up;
3. Hazard Communication; and
4. Recordkeeping.

C. Exposure Incident Evaluation Procedure

The Plan contains a detailed procedure which must be followed any time an employee identified in the Exposure Determination process has a direct exposure to blood or other potentially infectious materials. An exposure incident means a specific eye, mouth, other mucous membrane, non-intact skin or parental (needle exposure) contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

D. Update

The Plan must be reviewed and updated by the Director of Special Services and School Nurse Coordinator no later than August 30th of each year and more often, if necessary. This will be done to reflect new or modified tasks or procedures which affect occupational exposure and to reflect new or revised employee positions which risk of occupational exposure to bloodborne pathogens.

E. Availability

Every employee with occupational exposure will be provided access to the Plan upon request. Exposure incident logs will only be seen by the Superintendent, Director of Special Services, the Workers Compensation Insurance representatives, Employee Safety Committee, School Nurse Coordinator, and appropriate school nurse. Employees who test positive for Human Immunodeficiency Virus (HIV) or Hepatitis B Virus (HBV) will only be known to the Superintendent, Director of Special Services, Safety Committee Chairperson, School Nurse Coordinator, and appropriate school nurse. Every effort will be made to keep this information confidential.

II. Exposure Determination

A. Evaluation

The Director of Special Services and School Nurse Coordinator must evaluate the duties, tasks, and procedures of all employees in each job classification in each work area in making the Exposure Determination. This evaluation and Exposure Determination will identify all job classifications, tasks, procedures, and groups of related tasks and procedures, which involve occupational exposure to bloodborne pathogens without regard to the use of personal protective equipment (PPE).

B. Schedule

This evaluation and Exposure Determination process must be completed by August 30th of each year and reviewed and up-dated, at least, annually by the Director of Special Services in conjunction with the Employee Safety Committee.

C. Exposure Determination Results

1. The following is a list of job classifications by department in which all employees have increased occupational exposure to blood and other potentially infectious materials.

JOB CLASSIFICATION

DEPARTMENT

School Nurses	Health Services
Teachers/Aides	Special Education
Teachers/Aides	Alternative Education
Sec/Clerk/Typ (K-12)	Education
Principals/Assistants	Education
SLC Teachers	Education
First Aid Providers	
(Teachers/Aides/Sec)	Education
Instructors/Aides	Vocational Education
Director/Coordinator	Vocational Education
Secretary/Clerk Typist	Vocational Education
Counselor	Vocational Education
Coaches	Athletics
Trainers (Students)	Athletics
P.E. Teachers	Physical Education
Custodians	Custodial
General Maintenance	Maintenance

2. The following is a list of job classifications by department in which employees have limited occupational exposure to blood or other potentially infectious materials. The job descriptions typically provide list of tasks and procedures, which may result in occupational exposure for employees performing those tasks and procedures.

JOB CLASSIFICATION	DEPARTMENT
Teacher/Counselors/Aides	Education/Sp. Ed.
Teacher	Adult Education
Mechanics	Bus Shop
Maintenance	Maintenance
Food Service	Food Service
Bus Drivers	Transportation

III. Schedule and Method of Implementation for eliminating or Minimizing Employee Exposure to Blood, Body Fluids, and Other Potentially Infectious Materials

The Director of Special Services shall be responsible for evaluating the need for and implementing the following requirements of the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Standard. All controls must be reviewed and updated, if necessary, at least annually.

A. Universal Precautions

No Later than August 30th of each year, all employees in the above listed job classifications must observe Universal Precautions when performing any tasks or procedures which may result in occupational exposure to blood or other potentially infectious materials.

B. Engineer Controls

No later than August 30th of each year, the following engineering controls, as required by the Standard, must be in place in all areas of occupational exposure.

1. Accessible handwashing facilities;
2. Appropriate containers for reusable or disposable sharps;
3. Appropriate containers for storage, transport, or shipment of blood or other potentially infectious materials, regulated waste, and contaminated laundry;
4. Appropriate and accessible personal protective equipment (PPE).

C. Work Practice Controls

No later than August 30th of each year, employee work rules covering the following areas must be distributed and posted:

1. Handwashing;
2. Handling or disposal of contaminated reusable and/or disposable sharps;
3. Eating, drinking, smoking, etc., in areas of occupational exposure;
4. Storage of food, drinks, etc., in areas of occupational exposure;
5. Performance tasks or procedures involving blood or other potentially infectious materials;
6. Handling, use, disposal, or cleaning of personal protective equipment;
7. Servicing or shipping of equipment that may be contaminated with blood or other potentially infectious material.

D. Housekeeping

No later than September 30th of each year, a written schedule for cleaning and decontaminating each area of the facility in which there is contamination with blood or other potentially infectious materials shall be developed. Such schedule shall include, but is not limited to, the following:

1. Use of Universal Precautions when cleaning or decontaminating any surface, instrument, or equipment that may be contaminated;
2. Cleaning of all equipment and working surfaces after contact with blood or other potentially infectious materials;
3. Decontamination of work surfaces upon completion of procedures involving blood or other potentially infectious material;
4. Disposal of protective coverings which may be contaminated;
5. Inspection and decontamination of all receptacles and containers which may be contaminated; and
6. Rules concerning the removal of broken glassware that may be contaminated.

E. Hepatitis B Virus (HBV) Vaccine

The Director of Special Services shall be responsible for selecting a licensed health care professional(s) to administer the Hepatitis B Virus (HBV) vaccine and provide post-exposure medical evaluation and follow-up, if necessary.

No later than December 15th of each year, all employees in the above listed job classifications (where all employees have increased occupational exposure to blood or other potentially infectious materials) shall be offered the Hepatitis B Virus (HBV) vaccine series in accordance with the requirements of the Standard. Employees who decline the vaccination must sign a waiver form (available in each building). The Director of Special Services shall place the waiver in the confidential medical file for Hepatitis B Virus (HBV) vaccination for that specific school year.

First aid providers (such as those employees in job classifications where employees have limited occupational exposure to blood or other potentially infectious materials) may be vaccinated after exposure. The appropriate school nurse will provide follow-up, as necessary, to ensure safety and well-being of the employee.

F. Post-Exposure Evaluation and Follow-Up

No later than September 15th of each year, the selected licensed health care professional(s) shall review the following procedure for providing post-exposure evaluation and follow-up to employees who report an exposure incident. Such procedure shall include:

1. Documentation of the routes of entry and circumstances surrounding the exposure incident;
2. Identification of the source individual, if feasible;
3. Testing of the source individual's blood, if consented to;
4. Testing of the employee's blood, if consented to;
5. Post exposure medical treatment, if indicated; and
6. Counseling.

G. Information provided to the Health Care Professional

The Director of Special Services shall provide the licensed health care professional(s) responsible for administering the HBV vaccine with a copy of the Bloodborne Pathogen Standard as screening. The Director of Special Services shall provide the licensed health care professional(s) who administer post-exposure evaluation and follow-up with:

1. A copy of the Bloodborne Pathogen Standard;
2. A description of the exposed employee's duties as they relate to the exposure incident;
3. Documentation of the route(s) of exposure and circumstances under which exposure occurred;
4. Results of the source individual's blood testing, if available; and
5. All medical records relevant to the appropriate treatment of the employee, including vaccination status, which are the employer's responsibility to maintain.

H. Health Care Professional's Written Opinion

The Director of Special Services shall be responsible for obtaining and providing the employee with a copy of the evaluating licensed health care professional's written opinion within 15 calendar days of completion of the evaluation. The written opinion shall be in accordance with the requirements of Section (f) (5) of the Standard. The Director of Special Services shall place the original in the employee's confidential medical file.

I. Hazard Communication

No later than September 15th of each year, the Director of Special Services shall be responsible for developing and implementing a Hazard Communication Training Program consistent with the requirements of Section (g) of the Standard. The following elements must be included:

1. Labels

Fluorescent orange or orange-red warning labels bearing the universal biohazard symbol and the legend BIOHAZARD must be affixed to all containers of regulated waste, freezers, and refrigerators containing blood or other potentially infectious materials and other containers used to store, transport, or ship blood or other potentially infectious materials.

2. Information and Training

The Director of Special Services shall be responsible for selecting qualified instructors (e.g., school nurses) who shall be responsible for implementing the employee training portions of the Standard. Training shall take place before November 15th of each year or within 10 calendar days of the employee's initial assignment to a job involving occupational exposure. Refresher courses must be provided at least annually thereafter. The minimum elements to be included in all employees training are listed in the Standard at 29 CFR 1910.1030 (g) (2) (vii) (A)-(N). The Director of Special Services shall be responsible for oversight of all employees training portions of the Standard.

J. Recordkeeping

The Director of Special Services shall be responsible for establishing and maintaining accurate records for each employee with occupational exposure. Two (2) types of records must be maintained: medical records and training records. Recording requirements are found in the Standard in paragraph (h), and records must include the information listed in the Standard.

Medical records must be maintained for the duration of employment plus 30 years. Training records must be maintained for three (3) years from the training date. Medical and training records as required by the Standard must be established no later than July 30th of each year.

The Director of Special Services shall be responsible for maintaining the confidentiality of employee records as required by the Standard in paragraph (h) (1) (iii). In addition, the Director of Special Services shall be responsible for making all records available to the specific employee(s), the Occupational Safety

and Health Administration, (OSHA), and individual(s) to whom the employee(s) give his/her written consent.

IV. Occupational Exposure Incident Report

Every Exposure incident must be reported immediately to be exposed employee's supervisor. The supervisor must then immediately (or as soon as it is feasible) report the exposure incident to the Director of Special Services and appropriate school nurse. The appropriate school nurse must, as soon as possible, conduct and document an Occupational Exposure Incident Report containing at least the following:

- a. The circumstances under which exposure occurred;
- b. The route(s) of entry;
- c. Engineering controls in place at the time of exposure incident;
- d. Work practice controls in place at the time of the incident;
- e. Personal Protective Equipment or clothing in use at the time of the exposure incident;
- f. Any failures of the above controls at the time of the incident;
- g. Any employee misconduct occurring at the time of the incident;
- h. Identification, if feasible, of the source individual; and
- i. Recommendations for avoidance of future exposure incidents in similar situations.

8.13.4R Contract Returns

Effective: 7/1/2008

Contracts of Russellville School District classified personnel are renewed annually by the Board upon the recommendation of the Assistant Superintendent.

An employee shall have ten (10) days from the date of the receipt of a contract for the following school year in which to return the contract, signed, to the office of the Assistant Superintendent. The date of receipt of the contract shall be identified by the employee's signature indicating receipt of document.

Failure of an employee to return the signed contract to the office of the Assistant Superintendent within ten (10) days of the receipt of the contract shall operate as a resignation by the employee. No further action on the part of the employee, the Superintendent, or the School Board shall be required in order to make the employee's resignation final.

8.13.5R Personnel Records

Effective: 7/1/2008

All employees must file with the Central Office the following credentials as required by the State law and by the policies of the Russellville School District. Maintenance of up-to-date credentials and records shall be the responsibility of the employee:

- Completed employment application
- Verification of valid Social Security number
- Health card for new employees (plus-physical examination for bus drivers)
- W-4 withholding form
- Current address and telephone number
- I-9 employability form
- Payroll data sheet
- Application for enrollment in the Arkansas Teacher Retirement System
- Current annual contract for employment
- Cafeteria benefit plan application (full-time employees)

- Health Insurance application (full-time employees)
- Other insurance application(s) (full-time employees)
- Appropriate Arkansas Credentials (*as applicable*)
- Up-to-date transcript of college training (*complete and official-as applicable*)
- Background check

Failure to meet these requirements will be considered an inability on the part of the employee to meet legal and certification requirements.

Other information that may be included in an employee's records include performance evaluations, employment benefit records, payroll information, and other records as necessary to service the employment of an individual.

8.13.6R Fringe Benefits

Effective: 7/1/2016

The Russellville School District paid Fringe Benefits include:

1. Disability Insurance
2. Life Insurance
3. Employee-only Health Insurance above the state premium payment allowance.

Fringe Benefit expenditures will be limited to not exceed payments made for the above referenced benefits during the 1991-92 school year. The limits of expenditures shall be categorized to the benefit type.

Disability insurance shall be bid following the 1991-92 school year for 90-day and 120-day waiting periods before payment for disability begins.

The District's share of Health insurance premium shall not exceed the 1991-92 payment level; however, payment may be less in the event the State contribution amount increases.



8.14 Classified Reimbursement of Travel Expenses

8.14R Reimbursement of Expenses

Effective: 7/1/2011

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

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

Reimbursement claims must be made on forms provided by the District and must be supported by appropriate, original receipts. Copies of receipts or other documentation are not acceptable, except in extraordinary circumstances. Employees will be reimbursed for non-overnight meals, and the amount of reimbursement will be added to the employee's W-2 form as income.

8.14.1FR Application for Professional Leave - Classified

Effective: 12/9/2011

Name _____ School _____

Date _____ Date(s) of Leave _____

Function to be attended _____

Location _____

Professional Development (check all that apply)

_____ Assessment	_____ Curriculum	_____ Mentoring/Coaching
_____ Building a PLC	_____ Ed Tech	_____ Principles of Learning
_____ Cognitive Research	_____ Instruction	_____ Wellness
_____ Content (K-12)	_____ Leadership	

"This professional development activity supports the school or district ACSIP or a teacher's individual professional development plan which is intended to positively impact student learning." Rules Governing Standards for Accreditation of Arkansas, (15.04) Adopted July 2009

_____ Applicant _____ Curriculum Director

Request for Travel Expenses (Estimated)

All allowable expenses must be documented with receipts for payment/reimbursement within one week after the trip.

NOTE: Receipts must be original, itemized invoices/tickets from business provider(s); CANNOT BE CREDIT CARD RECEIPTS.

None (No expected expenses associated with this leave request) _____

Travel

Airfare _____ and/or Mileage _____ miles and/or Other _____ \$ _____

Lodging (Daily rate and total) _____ days @ \$ _____ \$ _____

Meals (\$40.00/day including tax and tips) \$ _____

(Documented meal costs may exceed \$40/day for convention luncheons and banquets.)

Workshop/Conference Registration Fee \$ _____

Other _____ \$ _____

(Taxi/Shuttle, Parking, Luggage Handling, etc.—Provide details)

TOTAL ESTIMATED EXPENSES \$ _____

_____ Number of days a substitute Teacher will be required

Source of Funding for Trip

_____ School Travel Budget Amount \$ _____

Professional Development/Estimated expenses for trip approved by _____

Building Principal/Supervisor - Date

Grant/Other Source _____ Amount \$ _____ (Title I, Title

II-A, Title III, ESL, Drug Free, Athletic Activity Fund, Band Boosters, etc.)

Estimated expenses for trip approved by _____
Grant/Other Source Administrator - Date

Out of State Trip Authorization

_____ Superintendent

8.14.2FR Out of District Travel Expenses

Effective: 12/9/2011

Note: Must be completed individually for each reimbursement request – one per person form. Attach a copy of the approved **8.14.1FR Application for Professional Leave** form including the **Event Agenda**.

Name _____ School _____ Date _____

Date(s) of Trip _____ Destination _____

Function to be attended

Reimbursement Request Information

1. Attach receipts for all allowable expenses incurred and claimed. (This includes lodging, registration, travel, taxi/shuttle, parking, luggage handling, etc.) **NOTE:** Receipts must be original, itemized invoices/tickets from business provider(s); CANNOT BE CREDIT CARD RECEIPTS. *Receipts must be signed and dated by person requesting reimbursement. Tips will only be paid if electronically generated on receipt. Handwritten tips are not an allowable expense.*
2. The maximum food allowance is \$40.00 per day (including tax and tips). Documented food costs may exceed \$40.00 per day for conventions, luncheons, and banquets.
3. Reimbursement for mileage traveled by car is computed at \$.42 per mile.

List Expenses as Indicated:	Account Code	Amount
Registration	_____	\$ _____
Travel (Based on mileage driven or other transportation costs)	_____	\$ _____
Lodging	_____	\$ _____
Meals (including tax and tips)	_____	\$ _____
Luncheons/Banquets	_____	\$ _____
Other (List)	_____	\$ _____
		TOTAL: \$ _____

The amounts listed represent a true and accurate statement of my eligible expenses for the approved trip on the dates listed above while on official school business.

Signature of Person Requesting Reimbursement Date

I have examined this request and it is within the guidelines approved for this leave.

Signature of Building Administrator/Supervisor

Date

Signature of Grant/Other Source Administrator

Date

For Central Office Use Only

Signature of Assistant Superintendent

Date



8.15 Classified Personnel Tobacco Use

8.15R Comprehensive Tobacco Policy

Effective: 2/19/2008

Policy Statement

The Russellville School District shall be a Tobacco Free Environment

This Policy shall apply to:

- All buildings, facilities, grounds and properties under the jurisdiction of the Russellville School District
- School property, school busses and district-owned vehicles.
- All staff students and any person present on School District property, 24 hours a day – every day.
- All school trips, off-site school activities and on-site activities outside of school hours.

RATIONALE

The Russellville School District believes it has an obligation to provide a safe and healthy environment for all students, parents, employees and visitors.

The Board supports current literature and research that tobacco use is considered the chief preventable cause of premature disease and death in the United States. In addition, second hand smoke is a health hazard to others. The board also believes that allowing tobacco use on school property is in conflict with prevention messages within the curriculum and the classroom.

Also, in addition to the philosophical reasons, schools may face liability issues by allowing tobacco use on their premises, particularly in light of laws that intentionally limit access and the sale of tobacco products to youth.

This policy is in support of our comprehensive school health programs designed to help students learn and foster healthy lifestyles by providing them with knowledge, skills, social support and environmental reinforcement.

PROCEDURES

- 1.1 Principals shall establish protocols and procedures to implement the Tobacco Free Policy. Since each school has its own unique situation each should, through a team approach with administrators, teachers, students, school councils, and parents, develop a plan which can work for its situation/its property. Principals will need to be cognizant of the potential for off the property problems.
- 1.2 The Board/Superintendent/Principals other shall notify students, families, educational personnel and school visitors of the Tobacco Free Policy through school handbooks, web pages, signage, and other appropriate methods of communication.

2. Definition

- 2.1 For the purposes of this policy “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarettes, and any other smoking product, and spit tobacco also known as smokeless, dip, chew, spitless, and snuff, in any form.

3. Tobacco Promotion

- 3.1 Tobacco promotional items, including clothing, bags, lighters and other personal articles, are not permitted on school grounds, in school vehicles, or at school-sponsored events. Tobacco advertising is prohibited in all school-sponsored publications and at all school sponsored events.

4. Closed Campus

- 4.1 No student may leave the school campus during breaks in the school day to use a tobacco product.

5. Violations

- 5.1 A person shall be considered in violation of this policy when he/she is observed:
 - In possession of any form of tobacco that is visible to the eye.
 - Occupying or exiting a space or area from which smoke is emanating.
 - Providing tobacco to a student.

6. Student Offenses

- 6.1 The principal/assistant principal and/or designate will review incidents of violation of the Tobacco Free Policy. If the charges are found to be valid, the principal/assistant principal and/or designate may use a range of disciplinary options. Consequences may begin with a parent conference and may include required counseling and/or cessation classes in conjunction with detention, in school suspension, and citation.

EDUCATION AND SUPPORT

In primary and elementary schools, the importance of developing and delivering effective curriculum is critical to help students avoid getting started with smoking. In junior and senior high schools, directing to the local cessation resources and educating students on quitting aids will be necessary since some students are already addicted. The District and the school staff/community will need to offer organized support to these students. Students will need a great deal of support if they in the process of cessation.

For students who find it difficult to cease use of tobacco products and who violate the policy, it may be productive to assign readings, write a report on the dangers of smoking, prepare a presentation for other students on the dangers of tobacco use, and/or calculate the expense of smoking over a period of time.

The school health program shall include referrals to the community resources and programs to help students and staff during the cessation process. School counselors or community agencies are encouraged to establish voluntary tobacco use cessation programs at school.

INSTRUCTIONAL PROGRAM DESIGN

Tobacco use prevention education shall be integrated within the health education program and be taught pre-K-12th grade. The educational program shall be based on theories and methods that have been proven effective by published research and consistent with the state's district's/school's health education standards and framework.

POSITIVE ROLE MODELING

Children learn to smoke not only from peers but also by imitating adults. Adults who use tobacco inevitably influence student's attitudes by suggesting it is a responsible adult decision to use a tobacco product. A consistently tobacco-free environment, combined with educational efforts in the school, provides a genuine opportunity for all adults to serve as positive role models. It is important that the environment which surrounds a young person be clear in its expectations and in its attitudes towards tobacco use.



8.17 Classified Political Activity

8.17R Staff Participation in Political Activities

Effective: 1/18/2000

The individual and personal rights and freedoms of district employees are no less than other citizens who are expected to assume the full responsibilities of citizens living in a democracy. These rights including voting or refraining from voting; discussing the social, political, and economic issues of the day in public meetings; participating actively in the political party of their choice by attending party functions; contributing to the support of the party; campaigning in the community for its candidates; serving as an official in the party; and subject to the conditions set forth in No. 3 below, becoming a candidate for public office and holding such office if elected or appointed.

The political activity of a staff member, however, must not compromise his professional integrity. He must not misuse his school position to pervert the academic process in the interests of his own political ambitions or those of a political group.

A school employee will, in sum, be free to act as he desires in the discharge of his political responsibilities unless it can be shown this his behavior is affecting his professional performance in a demonstrably deleterious manner or in violation of board policies and regulations.

THEREFORE,

- I. School employees engaging in political activity will make it clear that they are speaking and acting as individuals and that they do not represent the school district nor the views of the board.
- II. School employees will not engage in political activity on school premises during school hours. Regulations for the use of school buildings or grounds are the same for employees as they are for other citizens of the district.

- III. A staff member seeking an extended leave of absence for campaigning, holding office, or other time-consuming responsibilities connected with government, shall apply in writing for such leave well in advance of the activity. Leave for political activity may vary widely in time required due to the varying types of political activity, consequently each shall be treated by the board on an individual basis.
- IV. Assemblies, school classes, and materials and equipment shall not be used for partisan political purposes.
- V. School employees shall not be prohibited from communicating with an elected public official concerning matters related to the school employee's job.
- VI. It shall be unlawful for any school employer to discipline, threaten to discipline, to reprimand, either orally or written, or to place any notation in a school employee's personnel file disciplining or reprimanding the employee, or otherwise discriminate against a school employee because the school employee exercised the right to communicate with an elected public official as granted under this policy.
- VII. A school employer shall not be prohibited from disciplining an employee who has intentionally made untrue allegations to an elected official concerning matters related to the school employee's job.



8.18 Classified Personnel Debts

8.18R Debts

Effective: 9/16/2003

All employees are expected to meet their financial obligations. If an employee writes "hot" checks or has his income garnished, then 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 that come to the attention of the District.



8.19 Classified Personnel Grievances

8.19R Classified Personnel Grievances

Effective: 7/1/2019

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

employee under his/her supervision.

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. The group has designated an employee spokesperson to meet with administration and/or the board; and
4. All individuals within the group are requesting the same relief

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

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

Day: a calendar day, unless otherwise specified.

Working day: a day in which a majority of the employees of the same job classification as the employee with a grievance 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 grievance is presented as a "group grievance," the Board shall first determine if the composition of the group meets the definition of a "group grievance." If the Board determines that it is a group grievance, the Board shall then determine whether the matter raised is a grievance. If the Board rules the composition of the group does not meet the definition of a group grievance, or the grievance, whether group or individual, is not grievable, the matter shall be considered closed. (Individuals within the disallowed group may choose to subsequently refile their grievance as an individual grievance beginning with Level One of the process.) If the Board rules the grievance not to be grievable, the matter shall be considered closed. 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 to present his/her grievance. 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.



8.19F Level Two Grievance Form - Classified

8.19FR Level Two Grievance Form

Effective: 10/21/2003

Employee Name:

Date submitted to supervisor:

Personnel Policy grievance is based upon:

Grievance (be specific):

What would resolve your grievance?

Employee Signature

Supervisor's Response:

Date submitted to recipient:

Supervisor Signature _____



8.20 Classified Personnel Sexual Harassment

Effective: 7/1/2018

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

The District believes the best policy to create an educational and work environment free from sexual harassment is prevention; therefore, the District shall provide informational materials and training to students, parents/legal guardians/other responsible adults, and employees on sexual harassment. The informational materials and training on sexual harassment shall be age appropriate and, when necessary, provided in a language other than English or in an accessible format. The informational materials and training shall include, but are not limited to: the nature of sexual harassment; the District's written grievance procedures for complaints of sexual harassment; that the district does not tolerate sexual harassment; that students and employees can report inappropriate behavior of a sexual nature without fear of adverse consequences; the redress that is available to the victim of sexual harassment; and the potential discipline for perpetrating sexual harassment.

"Sexual harassment" means conduct that is:

1. Of a sexual nature, including, but not limited to:

- a. Sexual advances;
 - b. Requests for sexual favors;
 - c. Sexual violence; or
 - d. Other personally offensive verbal, visual, or physical conduct of a sexual nature;
2. Unwelcome; and
3. denies or limits a student's or employee's ability to participate in or benefit from any of the District's educational programs or activities or employment environment through any or all of the following methods:
 - a. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's education or employment;
 - b. 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
 - c. 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 environment.

The terms "intimidating," "hostile," and "offensive" include conduct of a sexual nature that has the effect of humiliation or embarrassment and is sufficiently severe, persistent, or pervasive that it limits the student's or employees ability to participate in, or benefit from, an educational program or activity or 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 and may occur regardless of the sex(es) of the individuals involved. Depending upon such circumstances, examples of sexual harassment include, but are not limited to:

- Making sexual propositions or pressuring for sexual activities;
- Unwelcome touching;
- Writing graffiti of a sexual nature;
- Displaying or distributing sexually explicit drawings, pictures, or written materials;
- Performing sexual gestures or touching oneself sexually in front of others;
- Telling sexual or crude jokes;
- Spreading rumors related to a person's alleged sexual activities;
- Discussions of sexual experiences;
- Rating other students as to sexual activity or performance;
- Circulating or showing e-mails or Web sites of a sexual nature;
- Intimidation by words, actions, insults, or name calling; and
- Teasing related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether or not the student self-identifies as homosexual or transgender.

Employees who believe they have been subjected to sexual harassment are encouraged to file a complaint by contacting their immediate supervisor, an administrator, or the Title IX coordinator who will provide assistance on 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.

Complaints will be treated in a confidential manner to the extent possible. Limited disclosure may be provided to: individuals who are responsible for handling the District's investigation to the extent necessary to complete a thorough investigation; the extent necessary to submit a report to the child maltreatment hotline; the Professional

Licensure Standards Board for complaints alleging sexual harassment by an employee towards a student; or the extent necessary to provide the individual accused in the complaint due process during the investigation and disciplinary processes. Individuals who file a complaint have the right to request that the individual accused of sexual harassment not be informed of the name of the accuser; however, individuals should be aware that making such a request may substantially limit the District's ability to investigate the complaint and may make it impossible for the District to discipline the accused.

Employees who file a complaint of sexual harassment shall not be subjected to retaliation or reprisal in any form, including threats, intimidation, coercion, or discrimination. The District shall take steps to prevent retaliation and shall take immediate action if any form of retaliation occurs regardless of whether the retaliatory acts are by District officials, students, or third parties.

Following the completion of an investigation of a complaint, the District will inform the employee who filed the complaint:

- The final determination of the investigation;
- Remedies the District will make available to the employee; and
- The sanctions, if any, imposed on the alleged harasser relevant to the employee.

Following the completion of an investigation of a complaint, the District will inform the alleged perpetrator, or the parents/legal guardian/other responsible adult of the alleged perpetrator if the alleged perpetrator is under the age of eighteen (18):

- The final determination of the investigation; and
 - The sanctions, if any, the District intends to impose on the alleged perpetrator.

It shall be a violation of this policy for any student or employee to be subjected to, or to subject another person to, sexual harassment. Following an investigation, any employee who is found by the evidence to more likely than not have engaged in sexual harassment will be subject to disciplinary action up to, and including, termination.

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.



8.21 Classified Personnel Supervision of Students

8.21R Supervision of Pupils

Effective: 9/16/2003

- I. Supervision by members of the instructional staff is required for all children while in classrooms or on playgrounds, or during all official school activities. Without such supervision, children are not permitted to occupy school rooms at any time or to make use of playgrounds during school hours.
- II. The philosophy of education of the Russellville Public Schools makes it imperative that habits of good citizenship inculcated in the school be further developed while pupils are on the playgrounds. It is the obligation of the principal and teachers to arrange for adequate supervision of the children on the playgrounds at all times. Careful attention should be given to safety and to the prevention of accidents.
- III. Each principal will arrange to take care of pupils arriving early on rainy days or in bad weather. Children should be admitted to the building under supervision. Likewise, children who wait for their parents in the afternoon should be supervised.



8.22 Classified Personnel Computer Use Policy

8.22R Computer Use Policy

Effective: 7/1/2017

The Russellville 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 District Information Technology Security Officer or designee may authorize the disabling of the filter to enable access by an adult for a bona fide research or other lawful purpose.



8.22F Classified Personnel Internet Use Agreement

8.22FR Classified Personnel Internet Use Agreement

Effective: 7/1/2019

Name (Please Print) _____

School _____ Date _____

The Russellville 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 laws and regulations 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:
 - 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; using encryption software other than when required by the employee's job duties; wasteful use of limited resources provided by the school including paper; causing congestion of the network through lengthy downloads of files other than when required by

- the employee's job duties; vandalizing data of another user; obtaining or sending information that 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;
- d. invading the privacy of individuals other than when required by the employee's job duties;
 - e. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
 - f. introducing a virus to, or otherwise improperly tampering with, the system;
 - g. degrading or disrupting equipment or system performance;
 - h. creating a web page or associating a web page with the school or school district without proper authorization;
 - i. attempting to gain access to student records, grades, or files of student not under their jurisdiction;
 - j. providing access to the District's Internet Access to unauthorized individuals; or
 - k. taking part in any activity related to Internet use that creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools;
 - l. making unauthorized copies of computer software;
 - m. personal use of computers during instructional time; or
 - n. Installing software on district computers without prior approval of the Information Technology Security Officer or his/her designee except for District technology personnel as part of their job duties.
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 _____



8.23 Classified Personnel Family Medical Leave

8.23 Classified Personnel Family Medical Leave

Effective: 7/1/2014

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

identify qualifying absences as FMLA or non-FMLA. FMLA leave is unpaid, except to the extent that paid leave applies to any given absence as governed by the FMLA and this policy.

SECTION ONE

Definitions:

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

FMLA: is the Family and Medical Leave Act

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

Instructional Employee: is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors, preschool teachers, and special education assistants such as signers for the hearing impaired. The term does not include, and the special rules related to the taking of leave near the end of a semester do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include administrators, counselors, librarians, psychologists, or curriculum specialists.

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

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

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

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

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

Year: 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

FMLA to its eligible employees for one or more of the following reasons:

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

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

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

Provisions Applicable to both Sections One and Two

District Notice to Employees

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

Designation Notice to Employee

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

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

Concurrent Leave Under the FMLA

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

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

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

No employee on FMLA leave for the serious medical condition of a family member may perform work at another, non-district job while on FMLA leave. Employees who do perform work at another, non-district job while on FMLA leave for the serious medical condition of a family member will be subject to discipline, which could include termination or nonrenewal of their contract of employment.

Health Insurance Coverage

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

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

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

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

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

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

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

Reporting Requirements During Leave

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

Return to Previous Position

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

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

Provisions Applicable to Section One

Employee Notice to District

Foreseeable Leave:

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

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

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

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

Unforeseeable Leave:

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

Ordinarily, the employee shall notify the District within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by

telephone, telegraph, fax, or other electronic means. If the eligible employee fails to notify the District as required, unless the failure to comply is justified by unusual circumstances, the FMLA leave may be delayed or denied.

Medical Certification

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

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

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

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

No second or third opinion on recertification may be required.

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

Substitution of Paid Leave

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

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

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

Return to Work

If the District's written designation determination that the eligible employee's leave qualified as FMLA leave under reason 4 above stated that the employee would have to provide a "fitness-for-duty" certification from a health care provider for the employee to resume work, the employee must provide such certification prior to returning to work.

The employee's failure to do so voids the District's obligation to reinstate the employee under the FMLA and the employee shall be terminated.

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

Failure to Return to Work:

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

Intermittent or Reduced Schedule Leave

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

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

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

When granting leave on an intermittent or reduced schedule for reasons 3 or 4 above that is foreseeable based on planned medical treatment, the District may temporarily transfer non-instructional, eligible employees for the period of scheduled intermittent or reduced leave to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position shall have equivalent pay and benefits but does not have to have

equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

If the employee chooses to transfer to an alternative position it shall have equivalent pay and benefits but does not have to have equivalent duties. When the employee is able to return to full-time work, the employee shall be placed in the same or equivalent job as he/she had when the leave began. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

- (A) the leave is of greater than 2 weeks duration; and

(B) the return to employment would occur during the 2-week period before the end of the semester.

Leave less than 3 weeks prior to end of the semester

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

SECTION TWO

FMLA LEAVE CONNECTED TO MILITARY SERVICE

Leave Eligibility

The FMLA provision of military associated leave is in two categories. Each one has some of its own definitions and stipulations. Therefore, they are dealt with separately in this Section of the policy. Definitions 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

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

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

SERIOUS ILLNESS

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

Definitions:

Covered Service Member is

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

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

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

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

Serious Injury or Illness:

- (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and
- (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard 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, an employee may be assigned to another position that is not necessarily the same as the employee's former job assignment. The employee will not be required to take more FMLA leave than necessary to address the circumstances requiring the need for the leave.

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

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

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

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

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

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

Leave more than 5 weeks prior to end of the semester

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

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

Leave less than 5 weeks prior to end of the semester

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

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

Leave less than 3 weeks prior to end of the semester

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

8.23FR FMLA Personnel Reporting Form

Effective: 7/1/2014

For four or more consecutive (or close proximity) absences.

Employee Name: _____

Employee Position: _____

Employee Supervisor: _____

This employee has been absent for at least 4 consecutive days beginning on _____
(date), or 4 days within close proximity.

This employee has notified me they will be returning to work on _____ (date).

I have notified the employee on _____ (date) that they must pick up FMLA paperwork forms at
the personnel office.

Supervisor's Signature

Date



8.24 School Bus Driver's Use of Mobile Communication Devices

Effective: 7/1/2019

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

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

Any driver of a school bus shall not operate the school bus while using a device to browse the Internet, make or receive phone calls or compose or read emails or text messages. A school bus driver may use a two-way radio communications device or any device used in a similar manner as a two-way radio communications device to communicate with the District's central dispatch of transportation center. In addition, if the school bus is safely off the road with the parking brake engaged, exceptions are allowed to call for assistance due to a mechanical problem with the bus, or to communicate with any of the following during an emergency:

- An emergency system response operator or 911 public safety communications dispatcher;
- A hospital or emergency room;
- A physician's office or health clinic;

- An ambulance or fire department rescue service;
- A fire department, fire protection district, or volunteer fire department; or
- A police department.

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



8.25 Classified Personnel Cell Phone Use

Effective: 7/1/2014

Use of cell phones or other electronic communication devices by employees during instructional time for other than instructional 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 for any purpose other than their specific use associated with school business. School employees who use a school issued cell phone, 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 instructional 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

The District will provide a tiered stipend for cell phone usage for school business for employees using their personal phones to conduct required district business.

Tier I	\$100.00 monthly for complete data and phone access	
Tier II	\$50.00 monthly for phone and text messaging access only	
Tier III	If an employee is required to have a phone to use for district business, do not have one, the district will provide the phone for school business only. Any personal phone calls would be prorated and considered income.	and they

The Superintendent or designee will determine what employees will qualify for the above referenced stipend. Texting while driving is prohibited.



8.26 Classified Personnel Responsibilities Governing Bullying

Effective: 7/1/2019

Definitions

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

“Bullying” means the intentional harassment, intimidation, humiliation, ridicule, defamation, or threat or incitement of violence by a student against another student or public school employee by a written, verbal, electronic, or physical act that may address an attribute of the other student, public school employee, or person

with whom the other student or public school employee is associated and that causes or creates actual or reasonably foreseeable:

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

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

1. Cyberbullying;
2. Sarcastic comments "compliments" about another student's personal appearance or actual or perceived attributes,
3. Pointed questions intended to embarrass or humiliate,
4. Mocking, taunting or belittling,
5. Non-verbal threats and/or intimidation such as "fronting" or "chesting" a person,
6. Demeaning humor relating to a student's actual or perceived attributes,
7. Blackmail, extortion, demands for protection money or other involuntary donations or loans,
8. Blocking access to school property or facilities,
9. Deliberate physical contact or injury to person or property,
10. Stealing or hiding books or belongings,
11. Threats of harm to student(s), possessions, or others,
12. Sexual harassment, as governed by policy 3.26, is also a form of bullying, and/or
13. Teasing or name-calling related to sexual characteristics or the belief or perception that an individual is not conforming to expected gender roles or conduct or is homosexual, regardless of whether the student self-identifies as homosexual or transgender (Examples: "Slut", "You are so gay.", "Fag", "Queer").

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

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

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

- a. Building a fake profile or website of the employee;
- b. Posting or encouraging others to post on the Internet private, personal, or sexual information pertaining to a school employee;
- c. Posting an original or edited image of the school employee on the Internet;
- d. Accessing, altering, or erasing any computer network, computer data program, or computer software, including breaking into a password-protected account or stealing or otherwise accessing passwords of a school employee;
- e. Making repeated, continuing, or sustained electronic communications, including electronic mail or transmission, to a school employee;
- f. Making, or causing to be made, and disseminating an unauthorized copy of data pertaining to a school employee in any form, including without limitation the printed or electronic form of computer data, computer programs, or computer software residing in, communicated by, or produced by a computer or computer network;
- g. Signing up a school employee for a pornographic Internet site; or

- h. Without authorization of the school employee, signing up a school employee for electronic mailing lists or to receive junk electronic messages and instant messages.

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

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

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

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

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

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

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

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

1. As soon as reasonably practicable, but by no later than the end of the school day following the receipt of the credible report of bullying:
 - a. Report to a parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student that their student is the victim in a credible report of bullying; and
 - b. Prepare a written report of the alleged incident of bullying;
2. Promptly investigate the credible report or complaint of bullying, which shall be completed by no later than the fifth (5th) school day following the completion of the written report.
3. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of a student, or person standing in loco parentis of a student who was the alleged victim in a credible report of bullying whether the investigation found the credible report or complaint of bullying to be true and the availability of counseling and other intervention services.
4. Notify within five (5) days following the completion of the investigation the parent, legal guardian, person having lawful control of the student, or person standing in loco parentis of the student who is alleged to have been the perpetrator of the incident of bullying;

- a. That a credible report or complaint of bullying against their student exists;
 - b. Whether the investigation found the credible report or complaint of bullying to be true;
 - c. Whether action was taken against their student upon the conclusion of the investigation of the alleged incident of bullying; and
 - d. Information regarding the reporting of another alleged incident of bullying, including potential consequences of continued incidents of bullying;
5. Make a written record of the investigation, which shall include:
 - a. A detailed description of the alleged incident of bullying, including without limitation a detailed summary of the statements from all material witnesses to the alleged incident of bullying;
 - b. Any action taken as a result of the investigation; and
6. Discuss, as appropriate, the availability of counseling and other intervention services with students involved in the incident of bullying.

District employees are held to a high standard of professionalism, especially when it comes to employee-student interactions. Actions by a District employee towards a student that would constitute bullying if the act had been performed by a student shall result in disciplinary action, up to and including termination. This policy governs bullying directed towards students and is not applicable to adult on adult interactions. Therefore, this policy does not apply to interactions between employees. Employees may report workplace conflicts to their supervisor.¹ In addition to any disciplinary actions, the District shall take appropriate steps to remedy the effects resulting from bullying.



8.28 Drug Free Workplace – Classified Personnel

Effective: 7/1/2016

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.

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.

RSD may conduct and require drug testing under the following circumstances:

1. As part of the pre-employment process (for bus drivers).

2. Following suspected use of illegal drugs as indicated through 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 which could reasonably be attributed to the use of drugs.
3. Arrest for the sale and/or abuse of drugs.

Testing shall be at the expense of Russellville School District.

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.

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 3.44—LICENSED PERSONNEL WORKPLACE INJURIES AND WORKERS' COMPENSATION, and may lead to termination.

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 or her supervisor or the Superintendent of having been so charged shall result in that employee being recommended for termination by the Superintendent.

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

Any employee convicted of any state or federal law relating to the possession, use or distribution of illegal drugs, other controlled substances, or 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, possession with intent to deliver, or under the influence, etc. of an illegal substance. An illegal drug or other substance is one which is (a) not legally obtainable; or (b) one which is legally obtainable, but which has been obtained illegally. The District may require an employee to provide proof from his/her physician and/or pharmacist that the employee is lawfully able to receive such medication. Failure to provide such proof, to the satisfaction of the Superintendent, may result in discipline, up to and including a recommendation of termination.

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

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

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

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

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



8.28F Drug Free Workplace Policy Acknowledgment

8.28F Drug Free Workplace Policy Acknowledgement

Effective: 7/1/2013

CERTIFICATION

I, hereby certify that I have been presented with a copy of the Russellville 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

Effective: 7/1/2013

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.



8.30 Classified Personnel Reduction In Force

8.30R Reduction In Force

Effective: 7/1/2011

A reduction in force is necessary when the resources of the District are insufficient to meet the current staffing level. This policy shall govern classified personnel employed by the Russellville School District. The following shall govern, the extent practical, the process for conducting a reduction in force and the procedures for recall following a reduction in force.

I. Definition

- A. Reduction in force (RIF) – is used in this policy to refer to a planned reduction in the number of personnel employed by the Russellville School District.

II. Procedure

- A. The Board will officially declare the intent for a reduction in staff.

Job performance (including special abilities) and needs of the District will be considered during a reduction in force.

- B. When it is determined that personnel layoffs are necessary, the Board will direct the appointment of a RIF Committee consisting of:

1. The Superintendent or his/her designee
2. Assistant to the Superintendent (Business Manager)
3. Assistant Superintendent for Personnel
4. Two elementary and two secondary principals
5. CPPC Committee

- C. All school district programs that require classified employees may be reviewed by the RIF committee. The district's needs, state education standards, and requirements will be considered during this review.

III. Notification of Layoff

- A. The superintendent will provide each program supervisor a list showing the seniority of classified personnel and the current assignment.

- B. Seniority Computation

1. Except and otherwise stated, seniority will be computed from a person's date of hire in the Russellville School District and will begin to accrue as of the first day of contract service in the school system.
2. When seniority is equal between or among personnel, ranking of those persons will be determined by preparation level by current placement on the salary schedule.
3. Seniority will not be broken (lost) by leaves approved by the Board including unpaid leaves of absence.
4. Seniority shall be computed using only continuous service with the Russellville School District; broken service shall not be counted except when Item 3 immediately above applies.
5. In the event of a tie between two or more employees, the employee(s) shall be retained whose name(s) appear in the board minutes of the date of hire. There is no right or implied right for any employees to "bump" or displace any other employee.

IV. Transfers or Layoffs

- A. The administration will first seek volunteers for transfer, layoff, or retirement. If transfer is requested, the person must meet employment requirements for any opening.
- B. The administration will recommend transfer or layoff of the employee with the least seniority who is working in the affected area.
- C. Seniority at a position type shall be determined by service at that position (i.e., custodian, clerk typist, paraprofessional, etc.)
- D. Recall shall be in reverse order of the layoff by job description. The last person to be laid off will be offered recall privileges first, and this procedure will be followed until the numbers of open positions are filled.

V. Vacancies

A. Vacancies as Arises:

1. A laid-off person will be recalled to the first available vacancy for which the person is qualified with the senior person being recalled for such vacancy first.
 2. A person being recalled will be notified by certified mail sent to the person's current address on file with the central office.
 3. It will be the person's responsibility to furnish central office with his/her current address.
 4. A person who is employed elsewhere shall be granted two (2) weeks before reporting to work.
- B. The person will be deemed to have refused the position offered if contact has not been made with the Superintendent's office within ten (10) days of mailing of the certified letter.
- C. A person who is laid off will remain on the recall list unless the person:
1. Waives recall rights in writing.
 2. Resigns.
 3. Fails to accept recall.
 4. A laid-off person will remain on recall and be eligible for layoff benefits where applicable for a period of two years unless the person has been removed from the list under VI-C of this policy.

VI. Layoff Benefits

- A. Person on recall may register to substitute.
- B. All benefits to which the personnel were entitled to at the time of their layoff, including unused accumulated sock leave, will be restored to them upon returning to active employment, and they will be placed at the proper step of their salary schedule of their current position.
- C. Laid-off personnel awaiting recall will be eligible to seek employment benefits at the local employment security office.
- D. Every attempt will be made to comply with the provisions of the recall procedures.

VII. Right of Revision

The Board may revise procedures contained herein, including the factors to be considered in identifying personnel to be released; however, the procedures in effect at the beginning of the school year in which the notice of release is given to a person will govern such release.

VIII. Board Powers

Nothing in this policy is to be construed as limiting the power of the Board to dismiss or release a person for cause under the Non-Renewal Termination Policy. (8.31.1R).



8.31 Classified Personnel Termination and Non-Renewal

8.31R Classified Personnel Termination and Non-Renewal

Effective: 3/18/2008

For procedures relating to the termination and non-renewal of classified employees, please refer to the Public School 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/supervisor of each building.

8.31.1R Time Period in which Classified Public School Employees May Request and Receive Hearing to Appeal Suspension, Termination, or Non-Renewal Decisions

Effective: 10/18/1999

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

The notice shall state that an employee being recommended for termination, or a full-time non-probationary employee being recommended for non-renewal, is entitled to a hearing before the school board upon request, provided such request is made in writing to the Superintendent within twenty-five (25) calendar days from receipt of said notice.

A suspension notice shall include a statement of reasons for the suspension, whether the superintendent is recommending termination, and that a hearing before the school board is available upon request, provided that such request is made in writing to the Superintendent within twenty-five (25) calendar days from receipt of said notice.

Upon receipt of a request for a hearing, the board shall conduct a hearing in accordance with the following provisions:

1. The hearing shall take place not less than five (5) or more than ten (10) days after the written request has been received by the Superintendent, except that the employee and the board may, in writing, agree to an earlier or later hearing date.
2. The hearing shall be public or private at the request of the employee.



8.32 Classified Personnel Assignments

Effective: 7/1/2019

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



8.33 Classified School Calendar

8.33R Classified Personal School Calendar

Effective: 7/1/2019

August 7-9, 12-13
August 14

No school – 3 professional development/ 2 teacher work days
First day of class

September 2

No school – Labor Day holiday

September 18	Progress reports sent home
October 10	End of 1 st quarter
October 11	First day of 2 nd quarter
October 22	*½ day professional development; Parent-teacher conferences grades PK-5
October 23	*½ day professional development; Parent-teacher conferences grades 6-12
November 14	Progress reports sent home
November 25-26	No school – flex professional development
November 21-23	No school – Thanksgiving Holidays
December 17-19	Semester tests
December 20	End of 1 st Semester
December 21 – 1/6	No school - Christmas Holidays
January 6	3 rd quarter begins/classes resume
January 9	1 st semester report cards sent home
January 20	No school
February 10	*½ day professional development; Parent-teacher conferences grades 6-12
February 11	*½ day professional development; Parent-teacher conferences grades PK-5
March 13	End of 3 rd quarter
March 16	4 th quarter begins
March 20	Report cards sent home
March 23-27	Spring break
April 22	Progress reports sent home
May 14	Teacher Recognition – 2 Hour Early Dismissal
May 21-22, 26-27	Semester Tests
May 25	No school – Memorial Day
May 24	Last day of school if no snow days
January 20, May 28-June 3	Make-up days for inclement weather

*All Parent/Teacher Conferences are held from 1:00 pm – 7:00 pm



8.34 Classified Personnel Who are Mandatory Reporter Duties

Effective: 7/1/2019

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.

- If the classified employee has reasonable cause to suspect child abuse or maltreatment, then the licensed employee shall 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.
- If the classified employee has a good faith belief that there is a serious and imminent threat to the public based on a threat made by an individual regarding violence in or targeted at a school that has been communicated to the licensed employee in the ordinary course of his/her professional duties, then the licensed employee shall make every attempt to immediately notify law enforcement within twenty-four (24) hours of learning of the serious and imminent threat to the public.

The duty of mandated reporters to report suspected child abuse or maltreatment or serious and imminent threats to the public is a direct and personal duty and cannot be assigned or delegated to another person. There is no duty to investigate, confirm or substantiate statements a student may have made which form the basis of the reasonable cause to believe that the student may have been abused or subjected to maltreatment by another person or that form the basis of serious and imminent threat to the public; however, a person with a duty to report may find it helpful to make a limited inquiry to assist in the formation of a belief that child abuse, maltreatment or neglect has occurred; that a serious and imminent threat to the public exists; or to rule out such a belief.

Employees and volunteers who call the Child Abuse Hotline or who report serious and imminent threats to the public to law enforcement in good faith are immune from civil liability and criminal prosecution.

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



8.35 Obtaining and Releasing of Student's Free and Reduced Price Meal Eligibility Information

Effective: 7/1/2013

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 prohibition¹, 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 information² 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.



8.36 Classified Personnel Workplace Injuries and Worker's Compensation

Effective: 7/1/2016

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 Assistant Superintendent of Personnel/Instruction. 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.



8.37 Classified Personnel Social Networking and Ethics

Effective: 7/1/2019

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 networking websites 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.

Definitions:

Professional/education social networks are education oriented websites designed to allow and encourage staff and students to communicate and collaborate around school subjects and projects. District employees may set up blogs and other professional/education social networking 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

networks during school hours is permitted.

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

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:

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

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.



8.40 Classified Personnel Weapons on Campus

Effective: 7/1/2019

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 program, 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 is a certified law enforcement officer, either on or off duty;
- He/she has a valid concealed carry license and leaves his/her handgun (out of sight) in his/her lock 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 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

Employees may not possess any weapon, defined herein as an item designed to harm or injure another person or animal, any personal defense item such as mace or pepper spray spray that exceeds 150cc, or any item with a sharpened blade, except those items which have been issued by the school district or are otherwise explicitly permitted (example: scissors) in their workspace.

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. The School Resource Office will verify unloaded weapons before entering the school campus.



8.41 Written Code of Conduct for Employees Involved in the Procurement in the Child Nutrition Program

Effective: 7/1/2015

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 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).

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 child nutrition personnel and any District employees involved in purchasing for the Child Nutrition Program 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.



8.42 Classified Personnel Bus Driver End of Route Review

Effective: 7/1/2015

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.